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ABSTRACT

A guide intended to clarify some concerns relating to collective bargaining in Massachusetts libraries considers both public institutions within the jurisdiction of the Massachusetts Public Employee Collective Bargaining Law and private institutions under the National Labor Relations Act. Provisions of both pieces of legislation as to bargaining units, representatives, strikes, prohibited or unfair practices, agreements, and enforcement are summarized. Advantages and disadvantages of collective bargaining are compared. Guidance is provided for both administrators and staff concerning legal rights and limitations. Lists of information services and materials are appended, along with tables of information about organized libraries in the state. (Author/LS)

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**COLLECTIVE
BARGAINING
IN
MASSACHUSETTS
LIBRARIES:**

**guidance
for
administrators
and
staffs**

JUNE 1976

**Prepared by
The Massachusetts Board of Library Commissioners Personnel Standards Advisory Committee**

**Robert Stueart, Chairperson
Simmons College School of Library Science**

**Donald Buckholtz
Bureau of Library Extension**

**Phyllis Cutler
Brandeis University**

**Ann Haddad
Falmouth Public Library**

**Samual Sass
General Electric Company Library**

**Jean Tenander
Lincoln Public Library**

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INTRODUCTION

During the past several years collective bargaining has become a topic of increasing interest and concern in libraries. Historically, most experience with collective bargaining has been in private industry. It has emerged as a significant pattern of personnel relations in libraries only with the passage, during the 1960s, of comprehensive bargaining laws for public employees in many states, and the extension, in 1970, of the jurisdiction of the National Labor Relations Act to private academic institutions. However, the pattern continues to gain support, and it is expected that in the next few years many libraries will experience collective bargaining for the first time.

This booklet is intended to clarify some concerns relating to collective bargaining in Massachusetts libraries. In scope it includes both public institutions within the jurisdiction of the Massachusetts Public Employee Collective Bargaining Law, and private institutions under the National Labor Relations Act.

Generally, such legislation grants and protects the right of self-organization, establishes the principle that the majority determines the representative of an appropriate employee group, places upon both the employer and the employee organization the legal obligation to bargain collectively in good faith, and provides help in resolving disputes.

The Committee which prepared this booklet was charged by the Board of Library Commissioners with preparing a layman's guide which would answer basic questions of administrators and staff members about collective bargaining. However, readers should keep in mind that:

- (1) The pamphlet cannot be considered as an official statement of law; that will be found in the acts and their amendments.
- (2) The administration of both the state law and the national act necessarily changes as their provisions are interpreted by labor relations boards and the courts. Therefore the application of the principles of the law to individual cases may involve a degree of uncertainty.

The Committee and the Board do not attempt to judge the relative merit of points made here. However, it is hoped that most general concerns have been treated and that those desiring more detailed information will consult the sources and services listed in the appendices.

SUMMARY OF THE NATIONAL LABOR RELATIONS ACT

Introduction

The National Labor Relations Act (NLRA)¹ guarantees the right of workers to organize and bargain collectively with their employers or to refrain from all such activity. The law applies to all private sector employers engaged in interstate commerce or whose activities affect interstate commerce.² For educational institutions, this has been interpreted to include those whose gross annual revenue exceeds one million dollars.³

The act is administered by the National Labor Relations Board (NLRB), empowered to decide representation questions and prevent unfair labor practices. Cases may be initiated by employers, employees, or a labor organization acting on their behalf. However, the Board will act only when it has been formally requested to do so.⁴

The Bargaining Unit

A bargaining unit is a group of two or more employees who share common employment interests and conditions and may reasonably be grouped together for collective bargaining purposes.⁵ The NLRB has the discretion to determine the composition of an appropriate bargaining unit. In addition to the basic principle of commonality of interest, the Board considers any history of collective bargaining, the desires of the employees concerned, and the extent to which the employees are organized when determining the appropriate unit. No unit, however, may include supervisors, defined essentially as persons who may affect, or effectively recommend, personnel actions if their activity requires independent judgement and is not merely routine,⁶ or employees who have interests closely allied with management.

In addition, professional employees may not be included in a unit of non-professional employees unless a majority of the professionals vote to be included.⁷ Broadly, the NLRA defines a professional employee as one "engaged in work predominately intellectual and varied, involving the consistent exercise of discretion and judgement, of such a character that the output produced or results accomplished cannot be standardized (and) requiring knowledge of an advanced type...customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning...as distinguished from a general academic education."⁸ In deciding if specific

employees fit the definitions of supervisor or professional, the functions and duties actually performed, rather than individuals' titles, determine their status.

The Bargaining Representative

While the NLRA requires that the employer bargain with the representative of the employees, it does not specify that the representative be selected by any particular procedure, so long as the representative is clearly the choice of a majority of the employees.

As one method for employees to select a majority representative, the Board is authorized to conduct representation elections.⁹ However, the Board will conduct such an election only when petitioned by the employees or a labor organization acting in their behalf and when the petition is supported by substantial numbers of employees (generally 30%), or by an employer when one or more individuals or organizations claim recognition as the exclusive representative of the same group of employees. Under the law, the Board may certify the choice of the majority of employees for a bargaining representative only after a secret ballot election.¹⁰ To be entitled to vote, an employee must have worked in the unit during an eligibility period set by the Board and must be employed on the date of election. In a representation election employees choose among one or more bargaining representatives, or no representative at all. To be certified as the exclusive representative, a labor organization must receive a majority of the valid votes cast. If no choice receives a majority, a run-off election between the two choices having the most votes is held.¹¹

Elections are conducted according to strict standards to assure that employees have the opportunity to vote freely. An election will be set aside if the Board determines it was accompanied by an atmosphere of confusion or fear of reprisal which tended to interfere with the employees' freedom of choice.¹²

Once an employee representative has been designated by a majority of employees, that representative is the exclusive bargaining agent for all employees in the unit and is required to represent all employees fairly and equally, without regard to membership in the union.¹³ It becomes illegal for an employer to bargain with individuals, a group of employees, or another employee representative.¹⁴

Collective Bargaining

When an employee organization has been certified as the

exclusive representative, both the employer and the representative are legally obliged to bargain collectively. They are required to meet at reasonable times and to confer in good faith about "wages, hours, and other terms and conditions of employment, the negotiation of an agreement, or any question arising under an agreement."¹⁵ In addition, if either party to the negotiations requests it, any agreement reached must be reduced to writing.¹⁶

During the life of a contract neither party can refuse to negotiate over any bargainable item that is not covered by the contract, and was not discussed during negotiations.¹⁷ In no case, however, does the obligation to negotiate require that either party agree to any proposal or make any concession.¹⁸

In order to help employers and employee representatives avoid labor disputes, the Labor - Management Relations Act of 1947 established the Federal Mediation and Conciliation Service. However, the services of this independent agency are available only when the dispute threatens to substantially disrupt interstate commerce. The Service is specifically directed to avoid mediating disputes which would have only a minor impact on interstate commerce.¹⁹ However, the impasse mediation and grievance arbitration services of the Massachusetts Board of Conciliation and Arbitration are available on a voluntary basis to private sector institutions.

The Right To Strike

Among the concerted activities protected by the NLRA is the right of employees to strike.²⁰ However, the law also places limitations on the exercise of that right. The purpose of a strike, its timing, or the conduct of the strikers may determine the lawfulness of the action.²¹ Employees who participate in an unlawful strike may be discharged and are not entitled to reinstatement.

Those who strike for a lawful object fall into two classes - "economic strikers" and "unfair labor practice strikers". Both classes retain their status as employees, but their reinstatement rights differ. Employees who strike for economic concessions such as higher wages, shorter hours, or better working conditions cannot be discharged, but may be replaced by their employer. If they are replaced they are entitled to be recalled for jobs for which they qualify only when openings in those jobs occur.

Employees who strike to protest the commission of an unfair labor practice by their employer cannot be discharged or permanently replaced. When the strike ends, they are entitled to reinstatement even if a replacement has to be discharged.

Unfair Labor Practices

In addition to its authority to conduct representation elections, the NLRB is empowered to investigate, hold hearings and obtain evidence to determine if an unfair labor practice has been committed.²³ The NLRA defines two sets of unfair labor practices - one for employers and one for employee organizations.

Employers cannot:

- (1) Interfere with, restrain or coerce employees in the exercise of their guaranteed right²⁴ "to self organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and...the right to refrain from any or all of such activities."²⁵
- (2) Dominate or interfere with any union, or contribute financial or other support to a union.²⁶
- (3) Encourage or discourage membership in a union by discriminating in regard to hiring or retaining employees.²⁷
- (4) Discharge or discriminate against employees for participation in an NLRB proceeding.²⁸
- (5) Refuse to bargain in good faith with the employee representative.²⁹ The requirement to bargain includes the duty to supply on request information that is relevant and necessary to allow the employee representative to bargain intelligently and effectively and the duty to refrain from unilateral action, that is, making changes in employment conditions without consulting the employee organization.³⁰

A union or its agent cannot:

- (1) Restrain or coerce employees in the exercise of their rights, or employers in the selection of their bargaining representative.³¹ A union is required to represent all employees in the bargaining unit fairly. For example, when processing a grievance a union cannot take or withhold actions because of an employee's union activities or an irrelevant reason such as race or sex.
- (2) Cause or attempt to cause an employer to discriminate

against an employee to encourage or discourage union membership.³²

- (3) Refuse to bargain in good faith.³³ Unions have the same duty to bargain as employers. While the employee representative may seek voluntary bargaining on subjects which are not required to be negotiated, neither it, nor the employer may insist to the point of impasse that such items be negotiated.³⁴ The union is also required to carry out its bargaining duty fairly with respect to the employees it represents.
- (4) Induce or encourage any individual to engage in a strike or boycott for an unlawful purpose, or threaten, restrain or coerce any person to achieve an unlawful objective.³⁵
- (5) Charge employees covered by an authorized security agreement excessive or discriminatory initiation fees. The general practices of labor organizations in the employer's field, and the wages paid employees, are considered in determining if fees are excessive.³⁶
- (6) Picket an employer, if not the certified representative, with the object of obtaining recognition by the employer, or acceptance by the employees as their representative. Picketing by an intervening union is banned when an employer has lawfully recognized another union, when a valid NLRB election has been held within the previous 12 months, or when the picketing has continued beyond 30 days without filing a petition for election. However, purely informational picketing, directed to the public and designed to inform patrons that union members are not employed is permissible.³⁷

Enforcement of the Act

The main functions of the NLRB, conducting representation elections and preventing unfair labor practices, are only performed when requested by one of the parties involved. The powers of the Board granted by the NLRA are remedial, not criminal. They are intended to prevent and remedy unfair labor practices, not to punish persons responsible for them. When an unfair labor practice has been committed, the Board is authorized to issue a cease-and-desist order, and to require an employer or union to take affirmative action to undo the effects of the violations.³⁸ Such orders can include, for example, the reinstatement of employees with back pay, and the refund of illegally collected union dues.

To enforce its orders the Board is empowered to petition the U.S. Court of Appeals for an enforcing decree. When petitioned by the Board or an aggrieved person the court can enforce the order, remand it to the Board for reconsideration, change it or set it aside.³⁹ Punishment by fine or imprisonment takes place only for contempt of court when a person fails to comply with the court order.

SUMMARY OF THE MASSACHUSETTS PUBLIC EMPLOYEE COLLECTIVE BARGAINING LAW

Introduction

Collective bargaining is the process in which a representative of a certain group of workers negotiates with their employer to reach agreement on such matters as wages, hours, working conditions and grievance procedures. This agreement, if achieved, is legally enforceable by both the workers and the employer.

The workers concerning whom the negotiations are held are called the bargaining unit. The organization which negotiates for them is called the exclusive representative, and the agreement is called a collective bargaining agreement.

Collective bargaining by workers in public libraries in Massachusetts is governed by state law (Massachusetts General Laws, Chapter 150E)¹ and the regulations issued thereunder.

The Bargaining Unit

It is possible to imagine various types of bargaining units for library employees. There might be, for example, units comprising all the clerical workers of a town - those in the library as well as those outside. Or units composed only of professional librarians, or of professional and clerical workers, but excluding custodians.

The authority to determine the composition of an appropriate bargaining unit rest with the Massachusetts Labor Relations Commission. The law says only that:

The commission shall prescribe rules and regulations and establish procedures for the determination of appropriate bargaining units which shall be consistent with the purposes of providing for stable and continuing labor relations, giving due regard to such criteria as community of interest, efficiency of operations and effective dealings, and to safeguarding the rights of employees to effective representation.²

To this it adds two specific rules. First, a managerial or confidential employee cannot be part of a bargaining unit. Second, professional employees can be placed in a bargaining unit with nonprofessionals only if a majority of the professionals vote for this.³ The law includes definitions of managerial, confidential, and professional employees which are applied in individual cases by the Commission. It is important to note that the professional standing of a given employee is determined by the application of the definition to "the character of the duties performed, rather than the individual qualifications - academic or otherwise - of the disputed employees."⁴

Picking An Exclusive Representative

A union is recognized as the exclusive representative of the workers in a bargaining unit in one of two ways.

First, the employer may recognize the union as the exclusive representative without any election, so long as the union shows that a majority of the workers in the bargaining unit want it as their representative. If professionals are included in the unit, a majority of them, considered separately, would have to approve of the union. If the employer accepts the union's proof of support, and no workers complain to the Commission and demand an election, or a redefinition of the bargaining unit, the employer and the union can proceed at once to negotiate a contract.⁵

Second, the employer, or the union may ask the Commission to hold a hearing to determine if a substantial number of workers in a bargaining unit support the union. If the Commission finds there is serious interest in a union, it will order an election.⁶ The choices in such an election may be union vs. no union, or union A vs. union B vs. no union. In the latter sort of election, if no choice receives a majority of votes cast, the Commission will order a run-off election between the two top choices.⁷

Once a union has been certified as the exclusive representative, it can be de-certified in another election, if a substantial number of workers so petition the Commission.⁸ However, decertification elections generally will not be authorized while a valid agreement is in effect, or within 12 months of a preceding election.⁹

Workers' Rights

Workers have a right to organize without harassment from their employer. Workers opposed to unionization have an equal right not to be molested because of their views, or because of their refusal to join the union.¹⁰ Once an exclusive representative is selected, however, non-union workers may be compelled to pay the union a fee representing their fair share of the costs of contract negotiation and administration.¹¹ Furthermore, the provisions of the collective bargaining contract apply to all the workers in the bargaining unit, not just to those who joined the union.¹²

Negotiating A Contract

Once a bargaining unit has been defined and an exclusive representative selected, the employer and the representative have a duty to negotiate in good faith, in an effort to reach agreement on the terms of a collective bargaining contract. Neither, however, has any obligation to agree to a proposal put forward by the other side, or to make a concession.¹³

The union named as the exclusive representative will pick some individual or individuals who will conduct the negotiations for it. The city or town is represented by its chief executive officer or any individual who is designated to represent it.¹⁴ In a case involving the Watertown Public Library, the Commission designated the library Board of Trustees the chief executive officer. However, on appeal, the Superior Court of Middlesex County ruled that the Commission had exceeded its authority in making that decision. The Board of Selectmen was declared the chief executive officer authorized to bargain or to delegate that function.¹⁵

If an impasse arises during negotiations, the law specifies a sequential process by which the dispute may be resolved. First, the parties acting individually or jointly petition the Board of Conciliation and Arbitration to determine if an impasse exists. If one does, a mediator will work with the parties to reach agreement.

If the dispute continues, the case is certified to fact-

finding on the request of either party. A fact-finder will generally be chosen by the parties from a list supplied by the Board. If the parties cannot agree, however, a fact-finder will be appointed by the Board. The responsibility of the fact-finder is to hold evidentiary hearings and submit a written report summarizing the facts and recommending settlements for each item in dispute. The fact-finder may also attempt to mediate the dispute during this period. While the recommendations do not bind the parties, it is hoped that their reasonableness and public opinion (the recommendations are made public 10 days after receipt by the Board) will persuade the parties to agree.

If they do not, the final step applicable to a library would be voluntary arbitration. The parties are authorized to agree to any form of arbitration that suits them. However, the procedure agreed to binds the local legislative body only if it agrees in advance to be bound by the arbitrator's decision. (It seems unlikely that the local legislative body would so agree unless vital public services were involved.)¹⁶

Strike Prohibition

Public employees are forbidden to strike, or engage in other job-actions such as slowdowns, stoppages, or withholding of services. The Commission can, when petitioned by the employer, investigate situations where strikes are occurring or are threatened and set requirements with which employees and unions must comply. These requirements may be enforced by the courts.¹⁷

The Collective Bargaining Agreement And Its Enforcement

If a city or town's negotiator reaches an agreement with the union on a collective bargaining contract, the local legislative body can still refuse to vote the money needed to pay for the salaries agreed upon. Such a refusal sends the negotiators back to the bargaining table to work out a more acceptable salary agreement.¹⁸

The possible scope of the collective bargaining agreement is wide, but not unlimited. It can cover

wages, hours, standards of productivity and performance, and any other terms and conditions of employment,¹⁹

and may, in addition, provide for a grievance procedure to resolve disputes arising under the contract, which may

culminate in binding arbitration.²⁰ Even if the contract doesn't provide for binding arbitration of grievances, the Commission may, if either party so requests, order such arbitration.²¹

The agreement, which must be in writing,²² cannot discriminate against non-union employees in the bargaining unit.²³ It can last for any period up to three years²⁴ and on its expiration the parties will negotiate a successor agreement. It can supersede inconsistent town or city bylaws and personnel rules and regulations, as well as some - though not all - state laws that would otherwise govern the rights of the employees.²⁵

Prohibited Practices

The Commission will entertain and investigate complaints that an employer has refused to bargain in good faith, or has fired or otherwise interfered with employees who were exercising their rights under the labor relations law. After a hearing it can order the employer to cease and desist from the prohibited practice, and to take corrective action, such as reinstating fired workers with back pay.²⁶

Similarly, the Commission will entertain and investigate charges by an employer that a union has refused to negotiate in good faith, or has coerced or interfered with an employee exercising his right not to join it. After a hearing it can order the union to cease its prohibited conduct and to take affirmative action to correct the consequences of it.²⁷ In addition to the mutual obligation to bargain in good faith, it is a prohibited practice for either the employer or employee organization to fail to participate in good faith in mediation, fact-finding, or arbitration proceedings.²⁸

The orders of the Commission to correct prohibited practices may be enforced by the courts if necessary.²⁹

SOME ADVANTAGES AND DISADVANTAGES OF COLLECTIVE BARGAINING*

Suggested Advantages

Efficiency. Collective bargaining is more efficient in representing viewpoints than such organizations as staff associations. Often decision-making processes and powers of those groups are nebulous and slow in taking effect.

Equality of Power. Under collective bargaining, staff power strengthens and tends to approach equality with administrative power in areas covered by the bargaining contract. Each can demand agreed-upon performance from the other.

Legal Force. Unlike informal policies and procedures, collective bargaining contracts carry the force of law. Their provisions cannot be ignored or changed unilaterally.

Impasse Resolution. Under impasse procedures authorized by collective bargaining laws, neither party to a dispute has the ultimate power of veto over the position of the other party.

Communication. The requirement that both parties bargain in good faith facilitates better communication between staff and administration. A continuous and meaningful

Suggested Disadvantages

Costs. Collective bargaining rapidly increases costs. A new bureaucracy is needed to back up the negotiating team and to administer the contract. In a large institution, this could include labor relations experts, legal counsel and statisticians. Bargaining takes the time of regular administrative officers as well. It also increases individual staff members' costs, through union dues.

Flexibility. Once a collective bargaining contract has been signed, the reference point of all contract-related policies and procedures becomes the wording of the contract. This weakens institutional flexibility and administrative decision-making power.

Union Power. Under the collective bargaining laws, employees may work through the union when they file a grievance. Even if they choose not to, the union must be given the opportunity to be present at the adjustment of the grievances. Employers may find this detrimental to flexibility and informal resolution of grievances.

Bureaucracy. The new and larger bureaucracy, the centralization of

*Adapted from materials prepared by the Academic Collective Bargaining information Service.

Suggested Advantages

dialog and an exchange of relevant information is guaranteed by the law. Salary, fringe benefits, and other conditions of employment become matters of frank and open discussion. Furthermore, the bargaining process assures that differences between announced policy and actual practice do not escape a full discussion.

Understanding the Institution. The process of collective bargaining leads to better understanding of the workings of the institution. In the course of lengthy discussions on matters of mutual concern, each party comes to better understand the needs and constraints of the other.

Individual Problems. Collective bargaining provides a mechanism for the resolution of individual problems. Under well-defined grievance procedures developed through collective bargaining, such concerns are brought forward, clarified, and resolved.

Definition of Policy. Collective bargaining fosters clearer definition of administrative policy and procedure. Misunderstanding is thereby minimized.

Rights Guarantee. The written contract which results from collective bargaining contains, and therefore guarantees, many employee rights. Personnel procedures, including grievance procedures, are well defined and have a legal and binding effect. Disputes are not subject to the final interpretation of one of the parties, but to that of an impartial third party. This procedure minimizes the abuse of administrative power.

Suggested Disadvantages

power at the bargaining table, and the new detailed written procedures may have a homogenizing and standardizing influence on the organization.

Power Shifts. Under an increasing centralization of procedures and policy formulation, the traditional independence, pluralism and power of departments may be altered. Moreover, upper level administration will have to act more like management, dealing with staff as employees rather than colleagues. They will have to exercise powers of supervision and control like their industrial counterparts, to be certain contract provisions are adhered to.

Adversary Relationship. Collective bargaining is an adversary approach to decision-making. Where it supplants a collegial system, institutional policy will be set by negotiation instead of consensus.

Demands on Staff. If collective bargaining results in financial gains for staff, funding agencies may demand increased "productivity" in return for higher staff compensation.

Institutional Autonomy. In the case where the funding agent is external to the institution - a state or local government - it is argued that there is a tendency for the agent to deal directly with the union in negotiation. This weakens institutional autonomy.

Suggested Advantages

Compensation. Through unified effort, collective bargaining has produced notable gains in compensation.

Self-determination. Collective bargaining gives staff members more control over decisions about their working conditions in such matters as fringe benefits, salary, appointment, promotion, sick leave, tenure and work load.

Administrative Evaluation. In certain situations, collective bargaining will diminish the role of merit increases. Merit adjustments may be less favored or actually eliminated under the contract, as the seniority principle gains importance. Performance evaluations become somewhat less important. Standardized allocation may help eliminate jealousies among staff, since all are treated alike.

Younger Staff Members. Younger staff members benefit from collective bargaining, especially if the staff as a whole has substantial numbers of young staff members in the bargaining unit. They might view it as a method to protect their access to promotion and continuing pay increases. To this extent senior staff members formally sitting in judgement on these matters may lose power. Collective bargaining is a system of one person, one vote. If their numbers are substantial, young staff members gain power through the vote.

Minorities. Collective bargaining helps women and minorities by fostering an equal pay schedule, devising

Suggested Disadvantages

Standardization. Standardized pay increases are sometimes negotiated in collective bargaining contracts. This policy eliminates a merit incentive and prevents adequate rewards for outstanding service. This may lead to a lower standard of performance by the individual. Outstanding staff may leave, and the standardized restrictions on starting salary may make it difficult to recruit others.

Funding Problems. Collective bargaining may bring about coordination problems in the funding process. For example, an institution may reach an agreement with its staff union, and subsequently discover that the funding agency will not finance it.

Financing Unions. Provisions for the financing of the employee representative may be seen as conflicting with individuals' rights. In the private sector, the NLRA authorizes the union and employer to make a union security agreement under which all covered employees are required to join the union within a certain period of time. For public employees in Massachusetts agreements may provide for a service fee where members of the bargaining unit who are not members of the union are required to pay the union the equivalent of their share of the union costs incurred in negotiating and administering the contract.

Unit Determination. Under the collective bargaining laws, agencies outside the library can make the final determination as to the composition of the staff bargaining

Suggested Advantages

effective grievance procedures, standardizing performance evaluation procedures and standardizing other job-related policies and procedures such as recruitment and appointment, dismissal, promotion and tenure.

Institutional Loyalty. The collective bargaining process gives staff greater decision-making power within the institution. This could foster increased identification with the goals and policies of the organization since the staff's role in formulating such goals is guaranteed.

Suggested Disadvantages

unit. The designation of part-time employees, supervisors and professionals are often contested. While the agencies attempt to insure "community of interest" in the unit, they may be thought insensitive to the organizational realities of the institution.

Innovation. Unionization might inhibit innovation. Rules may become rigid and work requirements quantified. This inhibits change and experimentation.

Seniority Principle. Unions' preference for the seniority principle, under which women and minorities, those often "last hired" are also "first fired", may work against affirmative action.

GUIDANCE FOR ADMINISTRATORS AND STAFFS

These sections are intended to assist all parties who might be involved in collective bargaining during the early stages of the process. Once a formal organizing effort is underway both administrators and staffs will be well advised to have sought competent legal and practical labor relations advice. In no way can the information presented here substitute for that advice, nor is it intended to do so. Rather, it is hoped that by becoming familiar with some of the principles by which labor laws have been interpreted, and the guidelines those interpretations have specified, the parties might avoid early misapprehensions and mistakes. Much of this information originated in decisions made by the NLRB and the federal courts as cases were adjudicated. Because of this, some additional cautions should be kept in mind: first, the positions presented here were determined in the private sector, under the NLRA. For the most part, these issues have not been adjudicated under Massachusetts law for the public sector; second, in each instance the decision reached by the NLRB or the court was based on the individual circumstances of the case as it was presented - circumstances not possible to present here in detail but critical to the decision, especially, as in so many instances, when the intentions of the parties had to be determined; and third, the positions described here are those which have been taken in the past. While consistency of construction is striven for, the provisions of the law are always subject to new interpretations. Therefore, these examples should not be taken to define limits within which to act, but, rather, as illustrations of the reasoning and logic which the NLRB and the courts bring to the adjudication of labor cases.

GUIDANCE FOR ADMINISTRATORS

Before An Organizing Effort

The importance of open and continuing communication between administrators and staffs is clearly demonstrated during the period before an organizing drive might begin. Administrators capable of effectively dealing with individual employees and sensitive to areas of discontent and staff attitudes which may lead to an organizing effort, may be able to respond adequately to such problems with the flexibility of the traditional management role.

Once employees find it necessary or beneficial to work together to address their problems, however informally, the flexibility with which administrators can respond diminishes. The provisions of the NLRA extend beyond union activities. As the 5th circuit court stated in enforcing an NLRB order, "The National Labor Relations Act was passed for the primary benefit of employees as distinguished from the primary benefit to labor unions, and the prohibition of unfair labor practices designed by an employer to prevent the free exercise of their wishes in reference to becoming members of a union was intended by Congress as a grant of rights to employees rather than as a grant of power to the union. Consequently, the right of employees lawfully to engage in concerted activities for the purpose of mutual aid, outside of a union, is specified by the Act."¹ In general then, actions participated in by two or more employees for their aid or protection receive the full protection of the law's prohibition of unfair labor practices in which an employer interferes with or discriminates against employees, or dominates the organizing effort.

For example, the NLRB has found that an employer violated the NLRA when he discharged five of eleven employees who had met with officers of the organization to present demands and grievances related to wage increases, vacations and other conditions of employment, even though the employees were not represented by a union and there was no evidence of antipathy toward unions on the part of the employer. Where the courts found substantial evidence of a discriminatory motive, the NLRB's directive ordering reinstatement of the discharged workers was enforced.²

Dealing with groups of employees may also have the effect of establishing a historical basis for the determination of an

appropriate bargaining unit. Among the factors considered in the determination of the unit are the desires of the employees, especially as indicated by attempts at self-organization, and any history of collective bargaining.³ Employees' demonstration of community of interest by the establishment of a staff association, for example, especially if that organization is concerned with working conditions, can be a consideration in unit determinations. If an administrator has dealt with the group on issues covered by the law, the appropriateness of that unit is further established.⁴ The effectiveness with which an administrator can later dispute the composition of the unit during a formal organization effort, is then diminished.

Administrators' Right To Free Speech

The labor relations activities in which administrators can engage are limited by generally stated unfair labor practices designed to protect the equal rights of employees to participate, or refrain from participating, in organizing actions. At the same time, the protections are not intended to restrict administrators' rights to communicate with and direct staff members. Employers retain the general prerogative to select and discharge employees⁵ and their constitutional right to free speech: "Unless the right of free speech is enjoyed by employers as well as by employees, the guarantee of the First Amendment is futile, for it is fundamental that the basic rights guaranteed by the Constitution belong equally to every person. The use of influence amounting to interference, restraint or coercion is illegal. But where no such element exists, the employer is not precluded from conversing with employees about labor questions."⁶

Administrators sometimes exercise this right to inform staff members about some of the basic principles of the collective bargaining process - for example, that employees are free to join or not join an organization without prejudice to their employment, that signing a union authorization card does not obligate them in any way and that representation elections must be conducted by secret ballot in an atmosphere free from interference with free choice.

In support of this basic right, the NLRA includes a free speech clause by which any views, arguments, or opinions expressed in whatever form, are protected so long as the expression does not contain a threat of reprisal or force, or a promise of benefit.⁷ Therefore, while the safest position for administrators to take may be one of complete neutrality, informational campaigning against unionization is permitted under the NLRA.

The distinction between persuasion in the exercise of free speech, which is protected, and coercion, which is not, is often narrow. The NLRB has upheld statements by administrators that expressed an opinion or a preference or were intended to argue against unionization by indicating to employees the beneficial past labor policies of the organization. In one situation, for example, it was found that posted notices and speeches to employees that clearly indicated the employer's preference to deal with employees directly, rather than through an outside organization, were protected as expressions of personal beliefs and an attempt to persuade employees to accept them. In the statements, however, the employer had also made clear that the administration's willingness to deal with employees was not dependent on the acceptability of the form of representation they chose.⁸

Similarly, a speech in which possible disadvantages of belonging to a union - loss of the option to negotiate individually, the expense of union dues, and the loss of income during a strike - were contrasted with examples of how the organization had benefitted its employees in the past, such as job security, good working conditions, and a sense of participation in the organization⁹ was found to have been within the protections of the free speech clause.

The employer's right to free speech also extends to correcting erroneous statements made by a union and refuting union charges. When an employer issued a bulletin countering point-by-point the charges a union had made in a radio broadcast, it was found that since the response contained no threats of discharge or elements of coercion, the countercharges were protected statements. Employers, therefore, are not required to permit union charges to go unanswered.¹⁰

In addition, an administrator's right to free speech is not dependent on the strict accuracy of the ideas expressed. The NLRB has found that if statements are warranted by evidence and honestly made, and if the statements do not interfere with the free choice of employees and there is opportunity for the employee organization to correct inaccuracies, then the employer's statements need not be strictly accurate to be protected.¹¹

For example, a posted notice to employees stating that "Both the Labor Board and the Court said the Union was wrong in trying to force you to join,"¹² even though not strictly accurate, was found not to prevent employees' free choice because they were aware of the source of the statement and the union had ample opportunity to correct the inaccuracy. The NLRB stated that it "does not normally undertake to police or censor propaganda used in the elections it conducts, but rather leaves

to the good sense of the voters the appraisal of such matters, and to opposing parties the task of correcting inaccurate and untruthful statements."¹³

Interference With Employees' Rights

There are three broad types of actions in which administrators are prohibited from engaging by collective bargaining laws: interfering with employees' concerted activities, discriminating against employees for their actions and dominating a union.¹⁴ The broad prohibition on interference with employees' concerted activities may be violated either independently, or "derivatively" - that is, whenever another unfair labor practice is committed, the prohibition on interference is also violated.¹⁵ Interference itself includes prohibited acts such as unlawfully intimidating staff members, promising wage increases or threatening the loss of benefits, limiting solicitation rights, and questioning employees.¹⁶

In finding if specific acts violate the NLRA, the effect of the actions and the intent of the employer are important considerations and, of course, vary with each case.

However, the NLRB has found that administrators intimidated employees and interfered with their rights by statements such as the assertion by a supervisor that he and the employer knew the identity of all those who had signed union authorization cards¹⁷ and a supervisor's implication that he was aware of the identity of employees who had attended union meetings by casually asking about events that had occurred.¹⁸ Statements that more apparently intimidate employees by threatening their job security with assertions, for example, that all previously granted benefits would be lost and would have to be negotiated from scratch, have also been found to violate the NLRA.¹⁹

Attempts to discourage union membership or the participation of employees in a union organizing effort either by directly promising pay increases, promotions, or benefits or by withdrawing benefits that had been previously granted also violate the NLRA's unfair labor practices provisions. Again, the intent of the employer as indicated, perhaps, by evidence of hostility to unionization or, especially, by the timing of promised wage increases or threatened withdrawal of benefits, is an important consideration when the NLRB determines if an unfair labor practice has been committed.

The actions of administrators need not be overt to be found coercive. While it has been found that employers may seek to persuade employees by reminding them of the benefits they

enjoy without unionization, such an attempt has been found to violate the NLRA when it did not make clear that such benefits would not be lost if a union was organized. As the circuit court for the District of Columbia stated: "It is one thing to appeal to the gratitude of the employees in order to convince them that a union is not necessary. It is a different thing to suggest that the benefits of a liberal labor policy would be lost if a union is organized. The latter means of persuasion is coercive in nature."²⁰

The timing with which wage increases or benefits are granted, or even announced, may be an important indicator of the intended effect of the action on the employees. In one case, for example, a merit wage increase program, instituted at a time prior to any union organizational activities and so not intended to influence the free choice of employees to organize was found to be permissible even though a large number of wage increases were granted, according to a previously established timetable, just prior to a representational election.²¹ On the other hand, when an employer announced wage increases and improved benefits which employees had been unaware of on the day after a union requested recognition, the action was found to be unlawful interference: "Under all the circumstances and especially in view of the timing in relation to the union's requested recognition...even if (the employer) had a general plan of such benefits...the announcement of them was precipitately made to discourage the employees from organizing or continuing their membership in the union."²²

The right of staff members to engage in concerted activities is also interfered with when administrators attempt to unlawfully limit the solicitation of union memberships or the distribution of union literature. The NLRB's rule regarding these activities is based on the premise that employees' time outside of working hours, whether before or after work, or during luncheon or rest periods, even though on library premises is theirs to use as they wish without unreasonable restraint. Therefore, no employer can make or enforce a rule that limits the solicitation of memberships or distribution of literature by employees outside of working hours unless there is evidence that such a rule is necessary to maintain production or discipline.²³

The question of the legality of rules which limit the access of non-employee union organizers to staff members on private property has been extensively considered by the federal courts. The Supreme Court has held that when employees are inaccessible to union organizers through usual channels, the right to exclude outside organizers from private property must "yield to the extent needed to permit communication of information on the right to organize."²⁴ The more relevant question for private

educational institutions may exist when it is established that the union did have reasonable access to employees. Then, an otherwise valid rule against on-premises solicitation by non-employee union organizers can be found unlawfully discriminatory when other types of organizations or vendors have been permitted to distribute literature to employees.²⁵

While the questioning of employees about their union membership or activities may interfere with their organizational rights, it does not necessarily do so. The NLRB has held that questioning, when considered in the context in which it takes place, which falls short of interference or coercion is not unlawful. However, "this decision does not by any means grant employers a license to engage in interrogation of their employees as to union affiliation or activity...the answer to whether particular interrogation interferes with, restrains, and coerces employees must be found in the record as a whole."²⁶

Some specific purposes for which administrators may question staff members, such as to verify a claim of majority representation for recognition or to investigate facts raised in a complaint to prepare for a NLRB proceeding, have been found to be permissible. However, questioning employees is always risky and administrators should be prepared to show a lawful reason for doing so, and that the questioning was not coercive. Furthermore, questioning should be conducted within guidelines the NLRB has specified: employees should be told the purpose of the questioning and assured that there will be no reprisals; their voluntary participation should be obtained, and the questioning should be free of hostility and coercion; and only those questions necessary to obtain the needed information should be asked.²⁷

Discrimination Against Staff Members

The prohibition against discrimination refers to different treatment of employees solely because of concerted activities, union membership, sympathy, or lack of it. Normal personnel actions, so long as they follow customary practice, are not restricted. In order to prove unlawful discrimination against an employee, knowledge of the employee's activities by the administrator,²⁸ and a discriminatory motive must be shown.²⁹ Even if an administrator has just cause for discharge, if there is evidence of a discriminatory motive the action is prohibited. And even if just cause is doubtful there is no violation without evidence of discrimination.³⁰

The most obvious form that discrimination may take is the discharge of staff members for union activities. However, any

material change in the terms and conditions of employment to encourage or discourage union membership violates the NLRA. For example, an employer who treated the leaders of an organizing effort differently by refusing them usual working privileges, failing to train them sufficiently to do their work, harassing them regarding the quality of their work, and warning them of discharge when there was no substantiated cause, was found to have unlawfully discriminated against the employees.³¹

Similarly, it has been found that applying different standards of discipline to discourage union activities is unlawful: "There is evidence...that the rule for violation of which (the employee) was discharged was more honored in the breach than in the observance, and that while it was put forward...as the reason, it was but the pretext of the discharge, the real reason being the antipathy which union activities had generated and the seated purpose of the company to eradicate union influence."³²

While transfers to less desirable jobs which may entail, for example, night work or the loss of earning power, are clearly changes which may be found to be discriminatorily motivated, transfers to the same job at a different location may also constitute a material change in the terms and conditions of employment.³³ The NLRB has found that administrators who make such changes to create a situation so unbearable as to induce staff members to resign cannot in that way avoid the charge of having discriminatorily discharged the employee.³⁴ Similarly, a staff member's refusal to accept a discriminatory transfer is not a just cause for discharge and cannot be considered a resignation.³⁵

Domination Of An Employee Organization

The prohibition against an administrator's domination of an employee organization is intended to assure the effective independence of the union. Even if an administrator is motivated by a sincere desire to deal fairly with the staff, support of a union or an organizing effort, implying, at least, a degree of influence as opposed to normal cooperation, "invades a field of activity that is exclusively reserved for employees,"³⁶ and is therefore prohibited. When more than one union is involved in an organizing effort, administrators must be careful to cooperate with them equally.

Examples of conduct which have been found to constitute undue support of an employee organization include: supervisory personnel attending organizational meetings and suggesting

provisions of the organization's constitution and by-laws, contributing support by permitting use of the employer's duplicating facilities and bulletin boards, and distributing union membership cards through the employer's distribution channels.³⁷

Freedom Of Choice In Representation Elections

A special condition exists with respect to the exercise of free speech during the period between the filing of a petition for a representation election and the date of voting. Labor relations boards assume a responsibility to insure that elections are held in an atmosphere in which employees are free to express their uninhibited desires. Further, the free speech provision of the NLRA offers protection only from charges of unfair labor practices. Actions or statements which create confusion or fear of reprisal and so deprive staff members of their freedom of choice, even if insufficient to constitute a prohibited practice, may establish grounds on which the results of an election are set aside. Elections may be invalidated not only if the conduct actually interfered with the expression of free choice, but if it's reasonable to believe that it tended to do so.³⁸

However, the NLRB has stated that such conduct should set aside an election "only where there has been a misrepresentation or other similar campaign trickery which involves a substantial departure from the truth, at a time which prevents the other party or parties from making an effective reply, so that the misrepresentation, whether deliberate or not, may reasonably be expected to have a significant impact on the election."³⁹

In addition to the misrepresentation of facts, the NLRB has found that specific situations may by themselves influence the atmosphere in which employees are expected to vote to the extent of compromising their freedom of choice. For example, attempts to persuade staff members to reject a union, which may usually be protected by free speech, assume a special significance when made to employees individually or in small groups in the administration's offices or another location of managerial authority. In such a setting, "anti-union opinions...take on a meaning and significance they do not possess under other circumstances. The coercive effect may be subtle, but it is nonetheless there."⁴⁰ Therefore, the NLRB has held that such activity "is in itself conduct which interferes with the conditions necessary to free choice by the employees in the selection of a bargaining representative and warrants setting aside the election."⁴¹

Similarly, the NLRB has found that speeches by either the employer or the union to massed assemblies of employees on the work premises and during working time within 24 hours of a representation election necessarily "have an unwholesome and unsettling effect and tend to interfere with that sober and thoughtful choice which a free election is designed to reflect."⁴² Regardless of the opportunity to reply, therefore, all such speeches by either the employer or the union, are prohibited.

The consequences of actions that deprive employees of their free choice are serious. In most case, a new election will be held when the effects of the interference have dissipated. However, if an administrator has flagrantly engaged in unfair labor practices to the extent that a fair election is unlikely, the NLRB may order the employer to bargain, if the union can show it had majority support at one time, in spite of contrary election results, or even without an election.⁴³

Responsibility For Supervisors

In all these activities it is important to note that because the NLRA definition of employer includes "any person acting as an agent of an employer, directly or indirectly"⁴⁴ and because it is the intention of the act to free employees of all influence from employers and their representatives, administrators can generally be held responsible for the acts of their supervisory subordinates. Therefore, at the beginning of an organizing effort, administrators should identify subordinates with supervisory duties, instruct them regarding compliance with the law protecting employees' rights, and inform the staff of those instructions.⁴⁵ To avoid responsibility for the unauthorized acts of supervisors, administrators should promptly disavow the actions and assure staff members of their intention not to violate employees' rights.

Recognition Of A Bargaining Representative

The legal obligation on an employer to bargain with an employee organization includes the provision for independent recognition of the representative, the requirement of good faith bargaining, the limitations on unilateral action, and the requirement to furnish information.⁴⁶ Administrators who choose to recognize an employee organization should be certain that there is no rival union seeking representation rights (to avoid being charged with undue support of the recognized agent), that the

organization has majority employee support, and that the bargaining unit is appropriate. There are several alternatives to outright recognition of the employee representative. Administrators may decide to determine union majority by polling employees or reviewing authorization cards. However, under the NLRA, an employer who agrees to this course can be bound by the results and ordered to recognize the union showing a majority.⁴⁷ Instead, administrators can agree to a consent election in which the parties waive representation hearings and abide by the results of an election directed by the labor relations board, or petition the board for a formal representation election, or simply do nothing and await the employee organization's petition of the board.⁴⁸

Preparing For Negotiations

Once an employee organization has been recognized or certified as the exclusive representative, negotiations can begin. Administrators are required to bargain in good faith and should be prepared with a positive strategy to bargain aggressively. Compliance with good faith requirements is based on the totality of conduct and attitude toward collective bargaining, including the willingness to make counter-proposals, the frequency and length of negotiating sessions, and the persistency with which union offers are rejected.⁴⁹

Development of a positive negotiating strategy should include both gathering information and selecting the negotiating team. Initially, administrators should develop a thorough knowledge of the union and its representatives, especially an appreciation of the essentially political nature of the organization, and a familiarity with the internal structure of the union, and the nature of its leadership.⁵⁰ In order to intelligently counter union proposals and successfully formulate its own suggestions, the administration should be fully knowledgeable in such areas as the composition of the bargaining unit (including the actual duties and status of all employees), comparative data on wages and benefits, the economic profile of the institution or community, the effect and acceptability of union proposals, and the effect of contract language on the day-to-day operations of the institution. Finally, the administration should be prepared to identify itself with a strong management role - not only to react to union demands, but to assert its own proposals formulated in conjunction with a clear conception of what the outcome of the negotiations should be.

Perhaps the most basic quality of the negotiating team should be a commitment to the collective bargaining process - a

philosophy which recognizes the process as a legitimate means of determining wages and organizational relationships. Depending on the size of the institution, the negotiating team might include a personnel specialist furnished by the municipality or institution, an expert in labor relations law, a department head familiar with day-to-day personnel practices, and frequently a skilled professional labor negotiator as chief spokesperson. Because collective bargaining in libraries is a recent phenomenon, labor relations and legal consultants experienced with and sensitive to the special problems of libraries are scarce. Persons from outside the institution, then, should be involved well before negotiations begin, to develop a complete understanding of the institutional setting. Libraries whose negotiations have been conducted by outside experts have found it inadvisable for library directors to be directly involved in the bargaining process - the time demanded is great, as is the risk of being drawn into the debate and making a hasty commitment.⁵¹ However, they should be in close communication with the negotiators - capable of giving an overall perspective to the negotiations, and perhaps acting as peacemaker should an impasse threaten to develop.

The negotiating team is required to have sufficient authority to bargain effectively.⁵² Generally, it is recommended that its authority be equal to that of the union team - sufficient to reach a tentative agreement on all aspects of the contract subject only to final approval.⁵³ In any case, the limits within which the team can make commitments should be clearly defined before negotiations begin.

The collective bargaining process does not end with the negotiation of a contract. It is a continuing relationship, including as well the administration of the agreement. Neither party can escape the consequences of the contract, not only while it is in effect, but as the quality of the relationship it establishes extends to subsequent agreements.

Therefore, the most basic aim of the negotiations should be a contract which reflects clarity of thought and expression adaptable to future developments, and a fundamental fairness which permits both parties to live with its requirements.

GUIDANCE FOR STAFFS

Protection Of Concerted Activities

Staff members should be aware that well before a formal organizing effort has begun, or entirely apart from one, collective bargaining laws protect their right to work together for their mutual aid or protection. The prohibitions against interference with employees' rights, discrimination for concerted activities, and domination of an employee organization, apply equally to non-union group activities and more formal union actions. However, to receive the protection of the law, the activities must be participated in by two or more persons, must be intended to accomplish a lawful end, and must themselves be carried out in a proper, lawful manner.¹

History Of Collective Bargaining

In addition to the legal protections available independently of a unionization drive, group activities engaged in before an organizing effort can be useful in a subsequent determination of an appropriate bargaining unit by establishing evidence of employees' desires, and the staff's own perception of its "community of interest". In many libraries recently, staff associations whose activities formerly centered about social interests have become increasingly involved in communicating their concerns with working conditions and representation in library decision-making to the administration. Activities of this sort, which may establish a history of informal collective bargaining, can increase the legitimacy of a bargaining unit as constituted by the staff association.²

Solicitation Rights

The formal process of organization begins with the attempt to establish a sufficient showing of interest among staff members in representation on their behalf by an employee organization or outside union. Generally, signed authorization cards or some other written evidence of interest are solicited. Authorization cards do not obligate staff members in any way - neither to join the organization, nor to vote for it in an election. There are specific rules

regarding the solicitation of employee interest but, generally, staff members are free to engage in any organizing activities during non-working hours, including lunch time and rest breaks on library premises, as long as their actions do not interfere with the work of others.³ The organization drive must succeed in obtaining a thirty percent showing of interest among potential members before the labor relations board will entertain a petition to conduct a representation election.⁴

The Bargaining Unit

Two matters should be of primary importance to staff members during the organizing effort: the composition of the bargaining unit and the choice of remaining independent or affiliating with an established union. Because the composition of the bargaining unit affects not only the outcome of an election, but the quality of negotiations and the stability of the collective bargaining relationship, staff members' stake in it is as great as administrators'. In a public library setting where library positions are classified in a municipal personnel plan, staff members may find themselves included in an employee organization initiated outside the library if a majority of employees with the same classification were to vote for representation by that bargaining unit. Similarly, in an academic institution, staff members might be included in separate professional and sub-professional units, in a combined unit of all library employees, in a unit with non-teaching professional staff, or with the teaching faculty. The advantages that larger units may yield by the greater influence they can exert should be weighed carefully against the diffusion of community of interest which may result from them. Library staff members should consider the extent to which their special problems due to the library setting, such as extended hours of opening, can be promoted within the bargaining unit and represented in the contract negotiations.

An employer can contest the composition of a bargaining unit before the appropriate labor relations board. Therefore, the staff should be prepared to defend the community of interest displayed, and the contribution to effective representation and efficient labor relations of the composition it favors. It is at this point that evidence of the desires of the staff shown by attempt at self-organization and a history of collective bargaining can be useful.

Affiliating

When organizing, the staff has the option of becoming an independent and autonomous employee organization or affiliating with an existing union outside the library. If the choice is to affiliate, the staff should thoroughly investigate organizations of interest to select the one most sensitive to its concerns. Because collective bargaining in libraries is relatively new, few organizations have extensive experience with the special problems of library staffs. Therefore, union representatives should be invited to explain their programs, the policies of organizations should be investigated, and the experiences of other libraries with the unions and their negotiating records should be examined. Collective bargaining laws also provide for changes in affiliation and dissolution of union representation. As in the case of an initial organizing drive, to hold an election it must be shown that thirty percent of the staff favors decertification of the union.⁵ To change affiliation under Chapter 150E, an intervening organization must demonstrate a ten percent showing of interest.⁶ A new representation election will then be conducted with a majority of those voting required to change affiliation or dissolve a union.

Protection From Union Prohibited Practices

The protection afforded staff members in the exercise of their right to engage in, or refrain from, organizing activities extends to coercive activities which might be undertaken by unions as well as employers. As with administrators' acts, union activities which threaten employees, either expressly or by implication, are prohibited as well as outright actions.⁷

In addition to restraint and coercion of employees, unions are prohibited, under the NLRA, from causing, or attempting to cause, an employer to discriminate against staff members.⁸ To prove charges against a union there must be evidence that the discrimination would encourage or discourage union membership.⁹ But if encouragement or discouragement is a foreseeable consequence of the actions, unions may be presumed to have intended the results.¹⁰ Also, even if such conduct by a union does not succeed in causing an employer to discriminate it still violates the NLRA¹¹ so long as the actions, if they had taken place, would have violated the anti-discrimination provisions of the act.¹²

Coercion of staff members by a union may take place during an

organizational effort as the union attempts to gather support, as well as after an election, while functioning as a certified exclusive representative. In a case during a solicitation campaign, a union organizer was found to have unlawfully coerced employees by statements made in a speech to potential members that threatened those who had not supported or joined the union with the loss of their jobs when the company was organized.¹³ The threats were found coercive even though the union had no apparent authority to carry them out.

The prohibition on restraint or coercion of employees is also violated when an exclusive representative takes or withholds actions related to employment because of an employee's union activities or any irrelevant or arbitrary reason.¹⁴ For example, a union business representative violated the NLRA by refusing to process the grievances of employees who had consulted the NLRB and sought its aid in the grievance procedure.¹⁵ And in another case, a provision of a contract by which the union could grant preferential seniority status for the benefit of union members was found to violate the act. The union was ordered to cease and desist from implementing the clause and the provision was deleted from the contract.¹⁶

Generally, the same guarantee of free speech is accorded to unions as administrators under the NLRA. That is, while union representatives are allowed to express views and opinions, and attempt to persuade staff members to join the union, coercive statements that contain threats of reprisal or promises of benefits are prohibited.

Similarly, the NLRB's insistence that representation elections be held in a neutral atmosphere extends to union statements or actions which deprive staff members of freedom of choice as well as administrators'. Examples of conduct which have been found to interfere with freedom of choice and have set aside the results of an election include:

- 1) Statements that while the union would have to bargain for non-members, it did not have to work very hard at it.¹⁷
- 2) Statements that union protections and benefits would go to members first, and that non-members would only get the left-overs.¹⁸
- 3) Distribution as campaign literature of a ballot identical to that used for the official election notice except for the omission of the word "sample" and the inclusion of "X" in the union's

box. The literature was received by voters about the same time as the official ballot.¹⁹

As with employers, unions can generally be held responsible for the acts of their agents.²⁰ When agents act within the scope of their authority, whether or not the specific act has been authorized, the union will be liable.²¹ When determining if a union is responsible for its agent, the NLRB relies on the common law rules of agency,²² and the burden of proving both the existence of an agency relationship and the extent of the agent's authority rests on the party asserting the relationship.²³ Responsibility, therefore, is determined by individual circumstances, not necessarily by the position of the agent.

Bars To Elections

The staff members' choice of representation can be established either through recognition by the employer or certification by the labor relations board following an election. The designation of a sole representative, in either manner, is intended to facilitate negotiations (the employer must bargain with that representative) and is the basis of a set of rules designed to insure stability and grant the representative ample time to perform on behalf of the employees by restricting challenges to its representation rights. The rules specify conditions under which decertification elections are barred and are of four types: contract bars are rules which provide, in essence, that no decertification petition by a rival union will be entertained while a valid contract is in effect for a period up to three years.²⁴ Petitions are accepted only during a 30 day period some months before a contract is due to expire, thereby granting incumbent unions an "insulated" period in which to negotiate a new contract;²⁵ certification bars and election bars under the NLRA and Chapter 150E are similar in their provision that no new election will be directed during the 12 month period following the date of a valid election or official certification;²⁶ recognition bars are less protective, restricting petitions, under the NLRA, only for a "reasonable period" to be determined on a case-by-case basis.²⁷ Therefore, while recognition of a representative obliges the employer to bargain as surely as certification, stability of representation is not so well protected as the administration may withdraw its recognition, requiring the union to move for an election to maintain its status. Stable representation, on the other hand, requires a more certain commitment by the staff to the certified representative.

Reporting And Disclosure Laws

In order to insure that staff members are familiar with internal union policies and to protect them from abusive membership or financial regulations, both laws include employee organization reporting and disclosure provisions. Each organization, independent or affiliated, must file with the Labor Relations Commission, or NLRB, information such as a statement of aims and objectives, list of officers, scale of dues and fees, salaries of officers, and an annual financial report.²⁸

Exclusive Representation

Once an employee organization has been recognized or certified it is the exclusive representative of all staff members in the bargaining unit. It must represent all employees in the bargaining unit equally, without discrimination or regard to union membership. All staff in the bargaining unit are equally entitled to benefits of the negotiated contract. The library administration must bargain with the representative, not individuals, on matters within the scope of negotiations.²⁹ However, staff members have the option of presenting grievances directly to the administration, and having them adjusted without union intervention, so long as the settlement is consistent with the contract and a union representative is afforded the opportunity to be present at the discussions.³⁰

Union Security

Both the NLRA and Chapter 150E authorize, but do not require, negotiating parties to include union security agreements in their contracts.³¹ There are various degrees of agreements by which union membership is tied to continued employment, but the clauses generally are intended to stabilize labor relations by avoiding frequent changes in bargaining agents and by isolating representatives somewhat from both rival unions and dissident employees and to promote the equity of staff members each paying their fair share of negotiating costs.

The NLRA specifically authorizes the union shop form of security agreement (and therefore lesser forms of union security) which requires that staff members join the union after a stipulated period of time (not less than 30 days)

of being hired, or after the effective date of the contract.³² When a valid union shop agreement is in effect, staff members may be discharged for failure to pay dues or fees on the request of the union.³³ Such a request does not conflict with the prohibited practice of attempting to cause an employer to discharge a staff member. Maintenance of membership, a lesser form of union security also permitted by the NLRA, requires that once employees join a union they remain members as a condition of employment. However, there is no requirement to join initially.³⁴

While authorizing neither union shop nor maintenance of membership clauses, Chapter 150E does permit agency shop agreements which, when ratified by a majority of the bargaining unit members, require staff members who do not belong to the union to pay an agency service fee based on the cost of negotiating and administering the contract.³⁵ Though not technically a form of union security, the deduction of union dues or service fees from staff members' pay is also specifically authorized by Chapter 150E and, as a practical matter, improves the security of the union.³⁶

Preparing For Negotiations

Employee organizations have the same obligation to bargain in good faith as administrators. They should be able to defend their actions as reasonable, fair, and procedurally correct. While both parties can take firm stands on issues even to the point of impasse, each must display a willingness to make counter-proposals. Successful good faith bargaining is most dependent on the availability of sufficient lead time to permit careful selection of a negotiating team, and thoughtful preparation of a comprehensive set of bargaining proposals.

The process of selecting the staff's negotiating team should insure that all points of view are heard and that all staff members potentially capable of contributing at the bargaining table are recognized. With very large bargaining units, it may be necessary to form a broad-based steering committee whose responsibilities will include developing overall plans and proposals and surveying the membership of the unit. In most library settings, however, the membership as a whole can perform this function. Again depending on the size of the bargaining unit, subcommittees may be appointed to gather information and develop proposals on specific issues or, in very small institutions, the entire staff may be required to formulate each proposition. In any case, this initial work will serve to both coalesce the reasoning and justification

behind each proposal and identify those staff members with the articulation, experience, intelligence, knowledge, ability to anticipate arguments, and ability to deal with people necessary to effectively represent the staff on the negotiating team.

If the employee organization is affiliated with an outside union, advice or direct negotiating assistance will be available from that source. Outside help should be included from the very beginning of the planning process to be totally familiar with the staff's needs and goals. If outside legal counsel is sought, the attorney should be not only well versed in the intricacies of collective bargaining and labor relations, but experienced with, or at least sensitive to, the special problems of library employees.

In addition to being capable and committed, the negotiating team must be well informed and well supported by the staff to bargain effectively. The negotiators must be fully aware of the internal policies and practices of the institution and its relationship with its governing bodies. The written and unwritten rules and regulations by which the library operates and, most important, the manner in which those rules are actually administered, must be known if new policies are to be developed. The political and financial constraints within which the administration operates should also be studied. Employee organizations are assisted in their effort to obtain this information by the requirement that employers furnish them sufficient information to bargain understandingly.³⁷ In addition, data should be gathered which relates local policies and finances to those in similar communities or institutional settings. Useful information about current practices, negotiating problems and successes can also be obtained by communicating directly with counterparts in comparable situations.

Information gathering should be conducted within the context of the set of issues which will be included in the staff's contract proposal. The specific issues should be isolated by a survey of the bargaining unit membership. Such a survey is useful for several reasons. It is a democratic method of developing consensus on priorities as they relate to the proposal; it assures both staff members and the administration that the staff negotiating position is truly representative of employees' desires; it increases support for the proposal by insuring a sense of participation; and it may uncover important, but overlooked, needs.³⁸ Once the items to be included in the proposal have been determined, each one should be evaluated in terms of its policy and administrative implications, its relationship to comparable programs in other institutions, its feasibility, and its

attainability. Once evaluated, each item can generally be categorized as necessary (for example, a grievance procedure), as having a reasonable chance to improve the status quo, or as innovative. Each kind of proposition has a viable place in the total contract proposal.⁵⁹

When the contract proposal is finally prepared negotiating strategy and tactics can be developed in a series of practice, role-playing sessions. These activities are useful not only to determine responses and rebuttals, but to increase confidence in negotiating procedures and pertinent aspects of labor law, and to help identify potential spokespersons.

Negotiations should be entered by both parties with mutual respect and willingness to acknowledge each others point of view. The conduct of negotiations, as well as the provisions of the resultant contract, will profoundly effect organizational relationships. Therefore, negotiations should remain a rational process dealing with particulars - emotional stands on principles should be avoided - and should take place in an atmosphere of confidence and trust, not suspicion and doubt. The most desirable contract is one which is clear, requires a minimum of interpretation, provides for continuing communication and is essentially fair to both parties.

NOTES

Summary Of The
National Labor Relations Act

- ¹The National Labor Relations Act, 29 U.S.C. Sec. 151-67, was passed in 1935. Important changes were enacted in 1947 (Labor-Management Relations Act, 29 U.S.C. Sec. 141 et seq.) and in 1959 (Labor-Management Reporting and Disclosure Act, 29 U.S.C. Sec. 401 et seq.).
- ²NLRA Sec. 2.
- ³NLRB Rules and Regulations, Part 103, Sec. 103.1.
- ⁴NLRA Sec. 3.
- ⁵NLRA Sec. 9.
- ⁶NLRA Sec. 2 (11).
- ⁷NLRA Sec. 9 (b).
- ⁸NLRA Sec. 2 (12).
- ⁹NLRA Sec. 9 (c).
- ¹⁰Crown Zellerbach Corp. (1964) 147 NLRB 1223.
- ¹¹NLRA Sec. 9 (c) (3).
- ¹²Higgins, Inc. (1952) 101 NLRB 911.
- ¹³NLRA Sec. 9 (a).
- ¹⁴NLRA Sec. 8 (a) (5).
- ¹⁵NLRA Sec. 8 (d).
- ¹⁶Ibid.
- ¹⁷Jacobs Mfg. Co. (1951) 94 NLRB 1214 enf'd. (2 Cir 1952) 196 F2d 680.
- ¹⁸NLRA Sec. 8 (d).
- ¹⁹Labor-Management Relations Act Sec. 203 (b).
- ²⁰NLRA Sec. 7.
- ²¹The intricate law concerning strikes is far beyond the scope of this summary. Generally, Sec. 8 (b) (4) prohibits unions from engaging in strikes or boycotts or other specified actions to accomplish certain objects. A strike is also unprotected if it violates a no-strike contract clause, or if called at the end of a contract period if certain requirements are not met. Also, strikers who engage in serious misconduct may be refused reinstatement.
- ²²U.S. National Labor Relations Board. A Layman's Guide to Basic Law Under the NLRA. Washington, D.C.: Government Printing Office, 1971. p. 5.
- ²³NLRA Sec. 10 (a), Sec. 11.
- ²⁴NLRA Sec. 8 (a) (1).
- ²⁵NLRA Sec. 7.
- ²⁶NLRA Sec. 8 (a) (2).
- ²⁷NLRA Sec. 8 (a) (3).
- ²⁸NLRA Sec. 8 (a) (4).

²⁹NLRA Sec. 8 (a) (5).

³⁰Layman's Guide, p. 27.

³¹NLRA Sec. 8 (b) (1).

³²NLRA Sec. 8 (b) (2).

³³NLRA Sec. 8 (b) (3).

³⁴Allis Chalmers Mfg. Co. v.
NLRB (7 Cir 1954) 213 F2d 374.

³⁵NLRA Sec. 8 (b) (4).

³⁶NLRA Sec. 8 (b) (5).

³⁷NLRA Sec. 8 (b) (7).

³⁸NLRA Sec. 10 (c).

³⁹NLRA Sec. 10 (e).

Summary Of The Massachusetts
Public Employee Collective
Bargaining Law

¹M.G.L.A. Chapter 150E went
into effect July 1, 1974.

²C. 150E Sec. 3.

³C. 150E Sec. 3.

⁴Town of Bourne and Bourne
Library Employees Association,
MCR 2195; 2 Massachusetts
Labor Cases at 1082.

⁵C. 150E Sec. 4.

⁶Ibid.

⁷Rules and Regulations Relating
to the Administration of an Act
Providing Collective Bargaining
for Public Employees, Art. II,
Sec. 15.

⁸Rules and Regulations, Art. II,
Sec. 6.

⁹Rules and Regulations, Art. II,
Sec. 5.

¹⁰C. 150E Sec. 2.

¹¹C. 150E Sec. 12.

¹²C. 150E Sec. 5.

¹³C. 150E Sec. 6.

¹⁴C. 150E Sec. 1.

¹⁵Manzelli, et al., Board of Select-
men of the Town of Watertown vs.
Micelli, et al., Members of the
State Labor Relations Commission
et al. Middlesex, ss. Superior
Court Equity No. 30434 Entered
May 13, 1970.

¹⁶C. 150E Sec. 9.

¹⁷C. 150E Sec. 9A.

¹⁸C. 150E Sec. 7.

¹⁹C. 150E Sec. 6.

²⁰C. 150E Sec. 8.

²¹Ibid.

²²C. 150E Sec. 7.

²³C. 150E Sec. 5.

²⁴C. 150E Sec. 7.

²⁵Ibid.

²⁶C. 150E Sec. 11.

²⁷Ibid.

²⁸C. 150E Sec. 10 (a) (6), 10 (b) (3).

²⁹C. 150E Sec. 11.

Guidance for Administrators

- ¹NLRB v. Schwartz (5 Cir 1945)
146 F2d 773 at 774.
- ²Latex Industries, Inc. (1961)
132 NLRB 1 enf'd (6 Cir 1962)
307 F2d 737.
- ³Layman's Guide, p. 9.
- ⁴The policy of the NLRB to give weight to the desires of employees, especially as indicated by attempts at self organization, was stated in its 3rd Annual Report, 1938, p. 166 - 167. See also Labor Relations Guide, Vol. 1. Englewood Cliffs, New Jersey: Prentice-Hall, 1974. p. 3425.
- ⁵NLRB v. Jones & Laughlin Steel Corp. (1937) 301 U.S. 1, 57 S. Ct. 615.
- ⁶Midland Steel Products Co. v. NLRB (6 Cir 1940) 113 F2d 800 at 804.
- ⁷NLRA Sec. 8 (c).
- ⁸American Tube Bending, Inc. v. NLRB (2 Cir 1943) 134 F2d 993.
- ⁹Russell-Newman Mfg. Co., Inc. v. NLRB (5 Cir 1967) 370 F2d 980.
- ¹⁰NLRB v. Thomson Products, Inc. and Thomson Aircraft Products Co. (6 Cir 1947) 162 F2d 287.
- ¹¹NLRB v. Brown-Brockmeyer Co. (6 Cir 1944) 143 F2d 537.
- ¹²Unity Mfg. Co. 107 NLRB 21 at 21.
- ¹³Ibid. at 22.
- ¹⁴NLRA Sec. 8 (a).
- ¹⁵Layman's Guide, p. 19.
- ¹⁶Ibid.
- ¹⁷Gordon Mills, Inc. (1964) 145 NLRB 883.
- ¹⁸Georgia Pacific Corp. (1961)
132 NLRB 612.
- ¹⁹Hoffman-Taff (1962) 135 NLRB 1319.
- ²⁰Peter J. Schweitzer, Inc. v. NLRB (D.C. Cir 1944) 144 F2d 520 at 522.
- ²¹Stanley Aviation Corp. (1955)
112 NLRB 461.
- ²²Waynline, Inc. (1949) 81 NLRB 511 at 521.
- ²³Peyton Packing Co. (1943) 49 NLRB 828 enf'd (5 Cir 1944) 142 F2d 1009.
- ²⁴NLRB v. Babcock & Wilcox Co. (1955) 351 U.S. 105 at 112, 76 S. Ct. 679 at 684.
- ²⁵Ibid. See also Central Hardware Co. v. NLRB (1971) 407 U.S. 539, 92 S. Ct. 2238.
- ²⁶Blue Flash Express, Inc. (1954)
109 NLRB 591 at 594.
- ²⁷Johnnie's Poultry (1964) 146 NLRB enf't denied on grounds of inadequate evidence of coercion (8 Cir 1965) 344 F2d 617.
- ²⁸Neuhoff Bros. Packers, Inc. (1953)
103 NLRB 451; Soerens Motor Co. (1953) 106 NLRB 652.
- ²⁹Louisville Title Agency (1949)
85 NLRB 1344; Strachan Shipping Co. (1949) 87 NLRB 431.

- 30Sunshine Biscuits, Inc. v. NLRB
(7 Cir 1960) 274 F2d 738;
Buckner Corp. v. NLRB (1968)
401 F2d 910 cert. den. 393 U.S.
1084, 89 S. Ct. 968.
- 31Jac Feinberg Hosiery Mills (1942)
38 NLRB 1359 enf'd (4 Cir 1943)
134 F2d 620.
- 32NLRB v. Kohen-Ligon-Folz, Inc.
(5 Cir 1942) 128 F2d 502 at 503.
- 33Phillips Petroleum Co. (1940)
24 NLRB 317.
- 34Chicago Apparatus Co. (1939)
12 NLRB 1001 at 1020. See also
Sterling Corset Co. (1938)
9 NLRB 858.
- 35Phillips Petroleum Co. (1940)
24 NLRB 317.
- 36Ed Taussig, Inc. (1954) 108
NLRB 470 at 476.
- 37Phelps Dodge Corp. (1941) 32
NLRB 338.
- 38Layman's Guide, p. 18.
- 39Hollywood Ceramics Co., Inc.
(1962) 140 NLRB 222 at 224.
- 40General Shoe Corp. (1951)
97 NLRB 499 at 502.
- 41Campbell Steel Co. (1958)
120 NLRB 168 at 169.
- 42Peerless Plywood Co. (1953)
107 NLRB 427 at 429.
- 43NLRB v. Gissel Packing Co. (1969)
395 U.S. 575, 89 S. Ct. 1918.
- 44NLRA Sec. 2 (2).
- 45NLRB v. Solo Cup Co. (8 Cir 1956)
237 F2d 521.

- 46Layman's Guide, pp. 26-27.
- 47Sullivan Electric Co. (1972)
199 NLRB 809 enf'd (6 Cir 1973)
479 F2d 732. Schreiber Freight
Lines, Inc. (1973) 204 NLRB 1162.
- 48The rule that an employer may
await the results of an NLRB
election, rather than recognizing
a union was set down in NLRB v.
Gissel Packing Co. (1969)
395 U.S. 575, 89 S. Ct. 1918.
- 49NLRB v. Sands Mfg. Co. (6 Cir 1938)
96 F2d 721, aff'd (1939) 306 U.S.
332, 59 S. Ct. 508. See also
Labor Relations Guide, pp. 3268,
3270.
- 50Massachusetts League of Cities and
Towns. Manual on Labor Relations.
Boston: Massachusetts League of
Cities and Towns, 1974. p. 13.
- 51Joan Gotwals, ed. "Review of
Collective Bargaining Activities
in Academic and Research Libraries."
ARL Management Supplement 1
(June, 1973) p. 2.
- 52Brown and Root, Inc. (1949)
86 NLRB 520; Kansas Utilities Co.
(1941) 35 NLRB 936.
- 53Manual on Labor Relations, p. 28.

Guidance for Staffs

- ¹See Guidance for Administrators,
note 1.
- ²See Guidance for Administrators,
note 4.
- ³Republic Aviation Co. v. NLRB (1945)
324 U.S. 793, 65 S. Ct. 982.

- ⁴Rules and Regulations, Art. II, Sec. 6.
- ⁵A petition for decertification under the NLRA must assert that the certified or recognized agent is no longer designated by a majority of the employees in the unit, and allege that 30% of the unit members support the petition. Rules and Regulations, Art II, Sec. 6.
- ⁶Rules and Regulations, Art. II, Sec. 6.
- ⁷Restraint or coercion of employees by unions is prohibited by Sec. 8 (b) (1) (a) of the NLRA. The intention of Congress that this clause protect employees from the threat of losing their jobs and duress by unions was discussed in Report No. 105, Senate Committee on Labor and Public Welfare, 80th Congress, p. 50. Such activities are similarly prohibited by C. 150E Sec. 10 (b) (1).
- ⁸NLRA Sec. 8 (b) (2).
- ⁹NLRB v. Del E. Webb Const. Co. (8 Cir 1952) 196 F2d 841.
- ¹⁰NLRB v. International Brotherhood of Teamsters, Local 41 (1954) 347 U.S. 1, 74 S. Ct. 323.
- ¹¹International Union, UAW CIO (1951) 92 NLRB 968.
- ¹²Ibid.
- ¹³Seamprufe Inc. (1949) 82 NLRB 892.
- ¹⁴Layman's Guide, p. 30.
- ¹⁵Amalgamated Clothing Workers of America (1968) 171 NLRB 641.
- ¹⁶Woodlawn Farm Dairy (1966) 162 NLRB 48.
- ¹⁷Jos. L. Rozier Machinery Co. (1969) 174 NLRB 1170.
- ¹⁸Knapp-Sherrill Co. (1968) 171 NLRB 1547.
- ¹⁹Commonwealth of Massachusetts Commissioner of Administration and Finance and AFSCME/SEIU and Massachusetts Correction Officers Federated Union, SCR-110, 118, 2063 (12/19/75). 2 MLC 1261.
- ²⁰International Brotherhood of Teamsters, Local 377 (1966) 159 NLRB 1313.
- ²¹National Union of Marine Cooks (1949) 87 NLRB 54.
- ²²International Brotherhood of Teamsters, Local 377 (1966) 159 NLRB 1313.
- ²³International Longshoremen's and Warehousemen's Union (1948) 79 NLRB 1487.
- ²⁴General Cable Corp. (1962) 139 NLRB 1123. C. 150E Sec. 4. Rules and Regulations, Art. II, Sec. 5 (3).
- ²⁵The period during which petitions may be accepted by the NLRB is from 90 to 60 days before the expiration of a contract. Layman's Guide p. 14. The period established by the Massachusetts Labor Relations Commission is from 180 to 150 days before the termination date. Rules and Regulations, Art. II, Sec. 5 (1).
- ²⁶NLRA Sec. 9 (c) (3). NLRB v. Ray Brooks (9 Cir 1953) 204 F2d 899; Bishop, McCormick, and Bishop (1953) 102 NLRB 1101. C. 150E Sec. 4. Rules and Regulations, Art. II, Sec. 5 (2).

- ²⁷Keller Plastics Eastern, Inc.
(1969) 157 NLRB 583; Buffalo's
Trucking Service, Inc. (1955)
114 NLRB 1549.
- ²⁸Labor Management Reporting and
Disclosure Act Title II,
Sec. 201. C. 150E Secs. 13, 14.
- ²⁹By dealing with employees
individually the employer is
refusing to recognize the
exclusive representative.
J.I. Case Co. v. NLRB (1944)
312 U.S. 332, 64 S. Ct. 576.
- ³⁰C. 150E Sec. 5, NLRA Sec. 9 (a).
- ³¹C. 150E Sec. 12, NLRA Sec. 8 (a)
(3).
- ³²NLRA Sec. 8 (a) (3).
- ³³International Brotherhood of
Teamsters, Local 107 (1956)
116 NLRB 1398.
- ³⁴Labor Relations Guide, p. 3184.
- ³⁵C. 150E sec. 12.
- ³⁶C. 1078, Acts of 1973, Sec. 3.
- ³⁷Layman's Guide, p. 26
- ³⁸Robert J.M. O'Hare. Massachusetts
Municipal Collective Bargaining
Manual. Boston: Massachusetts
Municipal Personnel Association,
1969. p. 4A-9.
- ³⁹O'Hare, p. 4A-13.

APPENDIX I

SERVICE ORGANIZATIONS

Organizations, centers, and services doing research, compiling, publishing, or exchanging current information about pertinent aspects of collective bargaining or comparative statistical data useful in preparing for negotiations.

Academic Collective Bargaining Information Service

1818 R Street, N.W.

Washington, D.C. 20009

(202) 387-3760

Publishes basic orientation information for those familiar with academic administration, but not bargaining, as well as special reports reviewing recent experiences with bargaining and analyzing legislation. List of publications available.

American Library Association

Staff Committee on Mediation, Arbitration and Inquiry

50 East Huron Street

Chicago, IL 60611

(312) 944-6780

A standing committee authorized to interpret pertinent ALA policies and responsible for mediation, arbitration and inquiry related to tenure, status, fair employment practices, due process and ethical practices. When a complaint of alleged violation and a request for action is received, the committee will determine the most appropriate response. It may attempt to mediate or arbitrate the problem or undertake a fact-finding investigation. If warranted by the facts, the committee may recommend that sanctions be imposed for violations of ALA policies. (For Program of Action, see American Libraries, V. 2, no. 8, September, 1971, p. 828-31.

Harvard University Library

Manpower and Industrial Relations Library

Littauer Center

Cambridge, MA 02138

(617) 495-2107

A collection of over 100,000 volumes with major strength in publications of labor unions and government documents relating to labor. An extensive collection of contracts is maintained.

Institute for Governmental Services

U MASS - Boston
One Washington Mall
Boston, MA 02108

(617) 723-7820

The linking agency between U MASS and federal, state, and local governmental units. Conducts regional seminars and training workshops on collective bargaining policies and procedures for public officials.

Institute for Labor Affairs

U MASS - Boston
One Washington Mall
Boston, MA 02108

(617) 723-7820

Offers a year-round program of instruction in labor education for union members, stewards, officers and staff representatives. Any local union may sponsor classes which are held in the local community. Courses such as Steward Training for Public Employees, Contract Negotiations, Contract Provisions and the Economics of Collective Bargaining are commonly requested; the Institute will also cooperate in developing classes designed to meet particular problems.

Labor Relations and Research Center

University of Massachusetts
Amherst, MA 01002

(413) 545-2884

A resource and information center oriented primarily to the relationship between labor and government. A labor library of some 2,000 volumes, 300 periodicals, 10,000 pamphlets and 60 bibliographies is maintained. Direct inquiries are invited.

Massachusetts Bureau of Library Extension

648 Beacon Street
Boston, MA 02215

(617) 267-9400

Maintains a collection of materials specifically concerned with collective bargaining in libraries, including copies of present and expired contracts of Massachusetts public libraries and academic institutions available for reference use and limited copying. Offers advisory and referral services on all aspects of collective bargaining.

Massachusetts Institute of Technology
Dewey Library, Industrial Relations Collection
Hermann Building
Cambridge, MA 02139 (617) 253-2671

A collection of some 8,000 volumes in the areas of industrial relations, organizational behavior, and personnel administration. A Library Accessions Bulletin, an annotated and classified list of current publications in specified pertinent fields, is issued five times a year to subscribers.

Massachusetts Labor Relations Commission
100 Cambridge Street
Boston, MA 02202 (617) 727-3505

Administers the public employee collective bargaining law. Maintains complete files of certified bargaining units, collective bargaining agreements, and employee organizations. Offers advice on the legal implications and interpretations of the collective bargaining law, and the requirements of the formal unionization process.

Massachusetts League of Cities and Towns
Labor Relations and Personnel Program
6 Beacon Street
Boston, MA 02108 (617) 742-2334

A resource and research center oriented primarily to the interests and needs of municipal officials. Publishes annual surveys of municipal salaries and fringe benefits, an irregular Personnel and Labor Relations Bulletin which reports new developments in municipal collective bargaining, and a variety of special reports such as the Manual on Labor Relations.

Massachusetts Library Association
Intellectual Freedom Committee
Georgeanne Roe, Chairperson
Holbrook Public Library
Holbrook, MA 02343 (617) 767-3644

One objective of the committee is to protect fair employment practices, including the requirements of adequate cause and due process in the dismissal of employees. The committee may undertake an investigation of a complaint filed in writing by any Massachusetts library employee. A report of findings with recommendations for further action, including sanctions, is then made to the MLA Executive Board.

Massachusetts Municipal Personnel Association

6 Beacon Street

Boston, MA 02108

(617) 742-2334

An association of municipal officials with personnel responsibilities, and an affiliate of the League of Cities and Towns. Offers expertise in all areas of public personnel practices - the application of civil service regulations and fair labor standards requirements as well as collective bargaining. Can identify local personnel officials with negotiating experience.

National Center for the Study of Collective Bargaining in Higher Education

Baruch College - CUNY

17 Lexington Avenue

New York, NY 10010

(212) 725-3390

Resource center conceived to be national in scope, objective in approach and comprehensive in service. Prepares bibliographic materials, maintains a computerized contract information storage and retrieval system, and sponsors conferences, workshops, seminars, and institutes. List of publications available.

Women Library Workers

559 29th Street

San Francisco, CA 94131

Contact: Janet Freedman

Salem State College Library

Loring and Lafayette Streets

Salem, MA 01970

(617) 745-0556

An independent organization for all women library workers, "credentialed" or not, formed during the 1975 ALA annual convention. Intended to share information and experiences in organizing, affirmative action and other areas of mutual concern as determined by the membership, through a national newsletter, a network of action-oriented Task Forces and local chapters.

APPENDIX II

SOURCES OF ADDITIONAL INFORMATION

Published sources selected for their recency, their pragmatic approach to collective bargaining, and their relevance to the library setting. The Reporting Services described are the major looseleaf publications, regularly and continually updated, that report current interpretations of labor laws, rules and regulations and the results of adjudications by labor boards and the courts. Only those Indexing and Abstracting Services concerned exclusively with personnel management have been listed. They should be considered supplementary to the less specialized services such as Library Literature, Education Index, Public Affairs Information Service, and Resources in Education (ERIC) that would be routinely consulted. Similarly, only those Bibliographies separately published have been included - many more are available as appendices to monographs. These bibliographies are supplemented by the listing of Books and Articles - items published since 1970 considered most useful to librarians potentially involved in the collective bargaining process and available without recourse to a specialized labor relations or law library. Only those books concerned exclusively with collective bargaining in libraries have been listed.

Reporting Services

The major services reporting the field of labor relations on the national level are published by the Bureau of National Affairs (BNA), Commerce Clearinghouse (CCH), and Prentice-Hall (P-H). A range of services, varying both in degree of comprehensiveness and scope of the materials reported, is available from these sources.

The most inclusive services are Labor Relations Reporter (BNA) and Labor Law Reports (CCH). Each of these includes weekly coverage of developments in federal labor relations and analyses of leading cases and changes in the rules and doctrines governing the field. Both services also include the full text of federal statutes, regulations, and agency forms, and report the full text of federal and state court decisions involving labor-management relations and digest summaries of the decisions of the NLRB. The decisions of the NLRB and the courts are accumulated by the publishers in bound

volumes - the Labor Relations Reference Manual (BNA) and separate series, Labor Cases and NLRB Decisions, by CCH. Both services provide topical indexes and guides to the material.

In similar fashion the services report the full text of state labor laws governing labor relations for public employees, child labor and related matters with explanatory guides, and the federal statutes, regulations, interpretations, and enforcement procedures covering wages and hours (the Fair Labor Standards Act), and government contract labor rules.

The arbitration of labor disputes is also reported by these services - the principles of arbitration are explained, and samples of the awards and settlements of arbitrators and fact-finding bodies are provided with commentary.

Also available within the inclusive services, or separately, is coverage of federal and state provisions requiring fair employment practices - the full text of pertinent statutes and regulations, and practical explanations of the prohibitions on unlawful discrimination in employment based on race, color, sex, religion, national origin, and age.

Somewhat less comprehensive reporting services covering labor relations are also available. Among these are Labor Relations Guide (P-H) and Labor Law Guide (CCH). Both report on a weekly basis new developments in state and federal labor law and explain the basic rules governing employment relations with references to pertinent statutory and case law. The cost of living index and federal laws related to wages and hours, and fair employment practices are also explained. Digests of each of the state's labor laws and the full text of pertinent federal statutes and regulations are included. In each two volume service the material is arranged in broad subject areas and is indexed topically. These services differ from those described above primarily in the exclusion of the texts of NLRB and court decisions.

Although labor relations for public employees is governed by state laws, there are national reporting services available in this field. Among these are Government Employee Relations Report (BNA) and Public Personnel Administration-Labor Management Relations (P-H). The weekly BNA service, and bi-weekly P-H publication summarize major developments and changes in legislation and administrative rules and report the results of adjudications and contract settlements.

In addition, the legal basis of public sector collective bargaining is explained, issues and techniques of bargaining are discussed, and each service includes sections providing samples and analyses of actual contract clauses, as well as

the text of federal executive orders and, in the P-H publication, state laws and regulations.

Public employee collective bargaining in Massachusetts is reported in the Massachusetts Labor Relations Reporter, and Massachusetts Labor Cases, services both published by Massachusetts Labor Relations Reporter, 10 High Street, Boston, MA 02110. The Reporter is issued monthly in five sections: "News and Analysis," digests of significant labor relations events; "Labor Digests," summaries of each decision of the Labor Relations Commission; "Arbitration Digests," summaries of reports issued by the Board of Conciliation and Arbitration; "Statutes, Rules, and Forms," the full text of official documents and indexes by parties and topics. Labor Cases is designed to complement the Reporter - it reports the full text of the decisions of the Labor Relations Commission and includes an index to parties and topics.

Indexing And Abstracting Services

Personnel Management Abstracts. Ann Arbor: University of Michigan, Graduate School of Business Administration. Quarterly.

Abstracts articles from approximately 80 academic and trade journals that deal with the management of people and organizational behavior. Each issue also contains more detailed abstracts (250 words) of about 75 selected articles and books. Subject, author, and title indexes.

United States Civil Service Commission. Personnel Literature. Washington, D.C.: Government Printing Office. Monthly.

Includes selected books, pamphlets, articles, unpublished dissertations and microforms received in the library of the Civil Service Commission. Material is selected on the basis of significance for Commission personnel and potential use in research projects. Arranged by subject, indexed annually.

Work Related Abstracts. Detroit: Information Coordinators. Monthly.

A loose-leaf service which extracts articles from over 250 management, government, professional and university periodicals. Entries are arranged in twenty broad subject areas including, for example, "Human Relations and Personnel Concepts," "Current Negotiations," "Labor Movement Organizations." Indexed by subject, organization, and individual.

Bibliographies

Allen, J.C. and D.J. Julius. Collective Bargaining in Higher Education. New York: National Center for the Study of Collective Bargaining in Higher Education, April 1975. 130 pp.

A comprehensive bibliography revised annually. Includes citations to rulings of the NLRB and federal courts as well as books, journals, newsletter articles, unpublished speeches and research. Arranged by subject with author and keyword indexes.

Allen, J.C. and D.J. Julius. Higher Education Collective Bargaining: Other Than Faculty Personnel. New York: National Center for the Study of Collective Bargaining in Higher Education, December 1974.

Lists some 250 items related to topics such as state and federal legislation, affirmative action and arbitration procedures. Keyword Index.

American Library Association. Collective Bargaining: A Selected Bibliography for Librarians. Chicago: The Association, Library Administration Division, 1970. 4 pp.

Public sector collective bargaining in general, and the experiences of librarians particularly are emphasized.

Marks, Kenneth E. Collective Bargaining in U.S. Higher Education: 1960-1971. A Selected Bibliography. Ames, Iowa: Iowa State University, 1972. 73 pp.

Emphasizes the literature of labor negotiations as it relates to faculty interests, and articles concerned with the advantages and disadvantages of various bargaining concepts in the public sector.

North, Joan D. Collective Bargaining in Higher Education. University, Alabama: University of Alabama, Manpower and Industrial Relations Institute, 1972. 12 pp.

The activities of university faculty members and the problems of organizing are emphasized. Subject categories include: University Governance, Case Studies, and the National Labor Relations Board and Higher Education.

Tice, Terrence N. Resources on Academic Bargaining and Governance. Washington, D.C.: Academic Collective Bargaining Information Service, 1974. 49 pp.

Comprehensive and annotated, indexed by subject and author. In addition to listings under "Public Employment Bargaining: Labor Law and Practice" and "Collective Bargaining and Governance in Higher Education," sections for Agencies, Bibliographies, Periodicals and other basic resources are included.

United State Civil Service Commission. Labor-Management Relations in Public Service. Washington, D.C.: U.S. Government Printing Office, 1975. 34 pp.

One of the Personnel Bibliography Series, biennial cumulations of selected materials originally listed in Personnel Literature, each covering a broad subject area.

Books And Articles

Aaron, R.M. "Accommodating the Student Personnel Worker in Faculty Collective Bargaining: An Empirical Overview." Journal of College Student Personnel 16:184-8; May 1975.

Content analyzes 63 faculty collective bargaining contracts to determine the similarity of treatment between student personnel workers, such as counselors and teaching faculty. Finds greatest similarity in two-year institutions, but questions the appropriateness of including both groups in the same bargaining unit.

Academic Collective Bargaining Information Service. Orientation Packet. ED 087 319. Washington, D.C.: The Service, 1974. 67 pp.

A collection of materials on collective bargaining in higher education designed to provide laymen with general information on the subject. Includes a discussion of the growth and current level of organizing activity, the legal principles involved, comparisons of the policies of AAUP, AFT, and NEA, descriptions of types of academic bargaining models, and perspectives on bargaining from the view of a college president.

Academic Collective Bargaining Information Service. Some Primary Concerns Expressed by Campus Administrators, Trustees.

Faculty, Students, Unions, and Taxpayers About Collective Bargaining Laws. Washington, D.C.: The Service, December 1974.

Designed as a guide for the evaluation of collective bargaining legislation, this discussion of the issues and problems raised by the application of bargaining to the academic institution may also be used to indicate the areas which should be confronted in negotiations and resolved in an agreement.

Allerton Park Institute. Collective Bargaining in Libraries. Proceedings of the 20th Annual Institute. Urbana-Champaign: University of Illinois, Graduate School of Library Science, 1975.

Papers discuss the legal environment and current status of library personnel unionization, the process of collective bargaining including impasse resolution and negotiation simulation, and the implications of collective bargaining for public and academic libraries. Includes bibliographic essay.

Begin, James P., ed. Academics at the Bargaining Table: Early Experiences. ED 082 701. New Brunswick: Rutgers University, 1973. 88 pp.

Proceedings of a conference sponsored by the Institute of Management and Labor Relations. Papers discuss emerging patterns of faculty bargaining, the impact of collective bargaining on campus life and governance, and grievance procedures.

Begin, James P. "Faculty Governance and Collective Bargaining: An Early Appraisal." Journal of Higher Education 45:582-93; November 1974.

Examines the developing interactions between bargaining agents, senates, and administrators at four-year institutions with extensive bargaining histories and considers the patterns evolving for faculty participation in decision-making under collective bargaining.

Benewitz, Maurice C., ed. Proceedings of the First Annual Conference. ED 086 096. New York: National Center for the Study of Collective Bargaining in Higher Education, 1973. 135 pp.

Papers presented survey the status of bargaining as it now exists, some of the reasons for it, some of the effects already

detected, some problems created, and the expected future directions bargaining will take.

Biblarz, Dora et al. "Professional Associations and Unions: Future Impact of Today's Decisions." College and Research Libraries 36:121-8; March 1975.

Contents that professional associations and unions have quite distinct objectives - the professional association in its advisory role presenting recommendations for the establishment and enforcement of professional standards and the utilization of professional skills for improved service, while the union's goals are generally short-term, equity-oriented, and concerned with the personal aspects of the job. Both associations are seen as necessary forms of organization.

Booklegger. "On Democratizing Library Management." Booklegger 1:2-63; March/April, May/June 1974.

This special issue includes articles on collective action, including case studies of organizing drives at San Francisco Public Library and at the University of California-Berkeley, on individually confronting the power structure, and on alternative employment patterns. Bibliography on worker self-management.

Brennan, John A. and James Samels, eds. A Guide to the Massachusetts Public Employee Collective Bargaining Law. Boston: Institute for Governmental Services - Institute for Labor Affairs, n.d.

A simply stated and clearly presented guide to Chapter 150E and the collective bargaining process. Separate sections explain impasse procedures, assess the impact of the new law and summarize the differences between it and the statutes it replaces. Includes complete text of Ch. 150E and the rules and regulations of the Labor Relations Commission.

Bucklew, Neil S. "Unionized Students on Campus." Educational Record 54:299-307; Fall 1973.

With the expansion of collective bargaining in academic institutions, the possibility of the extension of this model to include students as well as faculty should be considered. The application of the union model to students in their role as employees, as students in a contractual relationship with

the institution, and as a third-party to faculty negotiations, is discussed.

Bulger, William T. "Librarians and Collective Bargaining." Michigan Librarian 38:10-12; Spring 1972.

Discusses some of the advantages collective bargaining may have for academic libraries - a formal grievance procedure, guaranteed participation in departmental decisions and movement toward equity in working hours, for example, as well as problems encountered, especially the composition of the bargaining unit and selection of affiliation.

Burns, Mary Anne and Jeanette Carter. "Collective Bargaining and Faculty Status for Librarians: West Chester State College." College and Research Libraries 36:115-20; March 1975.

The experiences of librarians at West Chester State College emphasize the need for active involvement in the campus community and willingness to accept faculty responsibilities to insure the retention of faculty status and to effectively represent the needs of librarians in contract negotiations.

Coe, Alan C. "Study of the Procedures Used in Collective Bargaining with Faculty Unions in Public Universities." Journal of the College and University Personnel Association 24:1-22; March 1973. 24:1-44; May 1973. 24:1-25; September 1973.

Portions of a study designed to determine the role of state governmental agencies, institutional governing boards and presidents in preparations for negotiations and the organizational procedures used to prepare for and engage in collective bargaining with faculty unions. Useful and extensive section devoted to the recommendations of the institutions studied regarding preparations for negotiations. Bibliography.

Coleman, Daniel R. "Evolution of Collective Bargaining as It Relates to Higher Education in America." Journal of the College and University Personnel Association 23:40-60; March 1972. 25:1-20; May 1972.

Part one includes an overview of the philosophical and historical development of collective bargaining in the labor movement, public school systems, and higher education. Part two discusses the impact collective bargaining has had on higher education, on educational institutions generally, on the employee organizations, on the sub-populations of the academic

community, and on the issues of importance to institutions of higher education.

Commerton, Anne. "Union or Professional Organization? A Librarian's Dilemma." College and Research Libraries 36:129-35; March 1975.

Discusses the uneasy relationship between the union and the professional association at the State University of New York. Both organizations are seen as necessary with the professional association seen as functioning to inform and advise the union regarding the role and problems of the university librarian.

Decker, Dwight F. The Policy Role of the Faculty Bargaining Unit at Rhode Island Junior College. ED 104 454. Ed.D. Practicum, Nova University, 1975. 28 pp.

Members of the Board of Regents, administrators, and members of the faculty bargaining unit were surveyed to determine attitudes toward the determination of educational policy in twenty different areas. Areas are grouped by policies to be determined by negotiations, by a shared authority structure, by the administration with faculty advice, and by the regents.

Education Commission of the States. Collective Bargaining in Postsecondary Educational Institutions: Applications and Alternatives in the Formulation of Enabling Legislation - A Resource Handbook. Denver: The Commission, 1974.

Identifies the critical issues to be confronted in the formulation of collective bargaining legislation and presents alternative approaches with their implications for unionization in academic institutions. Includes sections on the historical development of bargaining in higher education, the patterns of labor legislation, and a guide to additional source materials.

Falcone, Michael A. Collective Bargaining: Its Effects on Campus Governance. ED 104 229. Washington, D.C.: Academic Collective Bargaining Information Service, 1975. 7 pp.

Studies the impact of collective bargaining on six community college campuses. Concludes that the process has produced changes in grievance procedures, faculty participation in decision-making, and policies related to academic freedom.

Ferguson, Tracy H. and William L. Bergson. Administrators in the Process of Unionization: Avoiding Unfair Labor Practices. ED 087 315. Washington, D.C.: Academic Collective Bargaining Information Service, 1974. 14 pp.

Within the context of the National Labor Relations Act, and using the case study technique, the authors discuss an administrator's proper response to the problems of union solicitation of employees, providing the union with data and facilities, replying to a demand for recognition, and dealing with independent employee associations. The important distinction between unfair labor practices and conduct which may upset an election is also made.

Flanagan, Leo N. "Sleeping Giant Awakens: The Unionization of Library Support Staffs." Wilson Library Bulletin 48:491-9; February 1974.

Presents a history of collective bargaining in libraries, contending the movement to organize reflects the national tendency for group action in white collar ranks. Outlines the usual steps taken in unionizing and discusses problems encountered in various sectors; public, private, and academic.

Fratkin, Susan. "Collective Bargaining and Affirmative Action." Journal of the College And University Personnel Association 26:53-62; July-August 1975.

Discusses the relationship between collective bargaining and the various federal laws concerned with equality of employment and the problems that may arise when the laws conflict with collective bargaining agreements.

Geller, W.S. "Working With the Library Union, an Administrator's Experience." California Librarian 34:50-62; January 1972.

The process of collective bargaining from the administrator's viewpoint is discussed in a systematic and pragmatic manner.

Gotwals, Joan, ed. "Review of Collective Bargaining Actions in Academic and Research Libraries." ED 087 388. Association of Research Libraries Management Supplement 1:1-4; June 1973.

Discusses the impact of unionization on library management, especially the organizational approaches to unionization and negotiation, the roles of the parties to bargaining, and the implications of unionization, based on the experiences of those institutions having signed agreements.

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Guyton, Theodore Lewis. Unionization: The Viewpoint of Librarians. Chicago: American Library Association, 1975.

Aims to provide a theoretical interpretation of the pattern of unionization in libraries from its inception to the present by identifying the factors that promote or hinder organization. Hypothesizes that unionization is a reaction to the diminution of daily interactions between staffs and administrators. Useful bibliography especially for the historical view of library unionization.

Handsaker, Morris. "Professional Negotiations and Collective Bargaining by Public Employees." New Jersey Libraries 2:3; Fall 1969.

Attempts to present the advantages and disadvantages of unionization for professional employees, and discusses problems encountered in bargaining unit determination.

Jacobs, Karl J. Politics of Collective Bargaining. ED 092 194. St. Charles, Illinois: Council of Public and Community College Presidents, February 1974. 49 pp.

A community college trustee discusses the dynamics of politics in the collective bargaining process - the political problems faced by the parties to bargaining - trustees, administrators, and faculty, and examples of the considerations believed typical positions taken by these parties.

Journal of the College and University Personnel Association. "Collective Bargaining: Symposium." Journal of the College and University Personnel Association 25:1-103; April 1974.

Issue devoted to collective bargaining includes articles on: "Structural Realities of Collective Bargaining in Public Higher Education," which develops typologies of collective bargaining systems at the state level; "Changing Attitudes Toward the Use of Strikes in Higher Education," summarizing the attitudes of the national employee associations and the results of a survey of Pennsylvania State Colleges' faculty members toward the strike; a survey of the reaction to collective bargaining at the State University of New York; and the relationship between collective bargaining and the women's movement.

Kirkpatrick, Oliver. "The Professional Librarian as Unionist." What Black Librarians Are Saying. (Edited by E.J. Josey.) Metuchen, New Jersey: Scarecrow, 1972.

Discusses the historical basis of librarian's traditional reluctance to organize, and the contributory effect of ALA's "antipathy" to a nationally unionized organization of librarians.

Ladd, Dwight R. "Myths and Realities of University Governance." College and Research Libraries 36:97-105; March 1975.

Contents that the concept of the university as a "self-governing community of scholars" is not only a myth but an inappropriate governing mechanism for today's institutions marked by the increasing influence of outside agencies, newly acquired growth and complexity and disparate or conflicting interests among faculty, students, and administrators. Recognizing this, governance systems can be devised to deal with the problem of jurisdiction.

Leslie, D.W. "National Labor Relations Board Rulings on the Department Chairmanship." Educational Record 53:313-20; Fall 1972.

Analyzes five cases in which the NLRB has determined if department chairpersons can be designated supervisors or not, members of management, or of the bargaining unit.

Library Journal. "Mass. Teenage Pages To Go Union." Library Journal 99:3092; December 1, 1974.

Describes the issues involved in the organizing effort of teenage pages at the Medford Public Library.

Library Journal. "Mass. Union Contract: Trust \$\$ for Staff Education." Library Journal 100:804; May 1, 1975.

Describes a provision in the Worcester Public Library Contract by which professional and nonprofessional staff members may receive up to \$200 in tuition aid for approved courses from library trust funds.

Lombardi, John. Implications for Community College Governance Under Collective Bargaining. ED 086 298. Los Angeles: University of California at Los Angeles, 1974. 17 pp.

Discusses the impact of collective bargaining on institutional relationships, especially, the composition of the bargaining unit, the scope of negotiations, and the definition of management prerogatives.

Lussior, V.L. "Faculty Bargaining Associations: National Objectives vs. Campus Contracts." Journal of Higher Education 46:507-18; September 1975.

Compares contract clauses on tenure, promotion, faculty workload, and retrenchment negotiated by AFT, AAUP, and NEA locals with the national positions of the organizations. Finds that the national positions are not reliable predictors and that contracts reflect local concerns, trade-offs, and negotiating skills.

Mannix, Thomas M., ed. Collective Bargaining in Higher Education. Proceedings of the Second Annual Conference. ED 104 210. New York: National Center for the Study of Collective Bargaining in Higher Education, 1974. 114 pp.

Papers presented cover topics such as private colleges and unit determination, collegiality and collective bargaining, and the grievance and arbitration experience of CUNY.

Massachusetts League of Cities and Towns. Manual on Labor Relations. Boston: Massachusetts League of Cities and Towns, 1974.

Based on the 1974 Massachusetts law, the manual is "intended to provide local public management with frank, practical advice and information in the labor relations area." In addition to explaining the provisions of the law, separate chapters discuss management strategy in preparing for negotiations, contract administration, and prohibited practices.

McKnight, William E. "National Labor Relations Board Unit Determinations at Private Institutions of Higher Learning." Journal of the College and University Personnel Association 24:23-36; March 1973.

Considers the problems inherent in the conflict between the collegial concept of shared authority and the industrial labor-management model on which the NLRA is based. Summarizes and analyzes NLRB determinations of appropriate bargaining units, and the impact those decisions will have on the nature of academic governance.

Mleynek, Darryl. "Professional Unions." California Librarian 31:110-18; April 1970.

Discusses unionization as a positive force in relieving dissatisfaction with organizational hierarchy and promoting a participatory atmosphere.

Mleynek, Darryl. "Unions - What's In It for Administrators?" Wilson Library Bulletin 43:752 - 55; April 1969.

Asserts that administrators are well advised to cooperate with staff organizing efforts, rather than attempt to block them. Unions can aid administrators by creating a more powerful political unit making for improved working conditions and professional goals, by increasing the involvement of the individual in the organization, and by providing a problem solving framework.

Mortimer, Kenneth P. Forms of Campus Governance: Joint Participation, Separate Jurisdictions, and Collective Bargaining. University Park: Pennsylvania State University, 1973.

Academic senates, campus councils, and collective bargaining as governance mechanisms are discussed with, briefly, the directions in which governance reforms appear to be heading.

O'Hare, Robert J.M. Massachusetts Municipal Collective Bargaining Manual. Boston: Massachusetts Municipal Personnel Association, 1969.

A handbook based on the 1965 Massachusetts law, and so somewhat dated, but still very useful. Designed to be readily utilized by both employers and employees, separate chapters on preparing for negotiations from union and management viewpoints, and a chapter on the art of negotiating are especially pragmatic and instructive.

Reuben, Elaine and Lenore Hoffman, eds. Unladylike and Unprofessional: Academic Women and Academic Unions. ED 104 270. New York: New York Commission on the Status of Women, 1975. 65 pp.

A pamphlet dealing with the professional concerns of academic women. Articles discuss faculty women at the bargaining table; folk wisdom of collective bargaining; unions, politics, and reality; a history of the CUNY women's movement and reflections about women and faculty unions.

Robb, Peggy P. "Changing Loyalties. Effects of Unionization on

Communication Patterns in Libraries." Canadian Library Journal 32:357-67; October 1975.

Discusses the dynamics of communications during the organization, negotiations, and contract administration processes. The roles of administrators, department heads, staff members, and union stewards, and the interactions among them are discussed in the changing environment created by unionization.

Satryb, Ronald P. Conflict Resolution Through Grievance Appeals Under the SUNY Union Contract. ED 104 254. Washington, D.C.: American Education Research Association, 1975. 15 pp.

A case study which analyzes the flow of grievance appeals, the establishment of parties' rights, the rationale for review decisions, and governance issues in an appeals process as it actually operates under a specific contract.

Sawicki, Robert L. The Unionization of Professors at the University of Delaware. ED 104 196. Washington, D.C.: American Collective Bargaining Information Service, 1975. 15 pp.

Examines the organization campaign of AAUP at the University of Delaware in 1972, and attempts to explain the specific factors that motivated the faculty to break with tradition and unionize.

Schlacter, Gail. "Quasi Unions and Organizational Hegemony Within the Library Field." Library Quarterly 43:185-98; July 1973.

A tightening labor market is the basis of the movement among many professionals toward collective bargaining organizations. Limited research indicates that many librarians would prefer to affiliate with a professional association turned "quasi union" than a traditional union. The reluctance of ALA to fulfill this role threatens its organizational hegemony within its field.

Shaffer, Kenneth R. "The Library Administrator as Negotiator: Exit the 'Boss'." Library Journal 100:1475-80; September 1, 1975.

The administrator's role of negotiator between an organized staff and the controlling authority is one example of many such negotiator positions required of a manager. An organized staff, stronger and more effective in dealing with the controlling body than the administrator alone, can make the manager's job easier.

Shark, A.R. "Educational Consumer and Academic Collective Bargaining." Liberal Education 61:261-7; May 1975.

Collective bargaining is discussed from the student's point of view, both the impact of agreements on students, and the ways in which students can affect negotiations.

Shay, J.E. jr. "Coming to Grips With Faculty Workload." Educational Record 55:52-8; Winter 1974.

Discusses the approach of one public university to the task of quantifying faculty workloads in the face of higher salary demands and pressure for accountability from the legislature, governing boards and the public.

Silbiger, Sara. "The Missing Public - Collective Bargaining in Public Employment." Public Personnel Management 4:290-9; September-October 1975.

Contends that the collective bargaining process in the public sector must be broadened to recognize and represent the interests of the public, generally excluded from the bilateral negotiating pattern.

Simonds, Michael J. "Work Attitudes and Union Membership." College and Research Libraries 36:136-42; March 1975.

Clerical workers at two unionized academic libraries were surveyed to relate work and union attitudes. The most significant finding was the clear identification of wage benefits with union activity. Questions on previous union attitudes show a substantially less positive attitude among women than men, and library school students having the most negative attitude of the educational groups surveyed.

Smith, Eldred R. "Librarian's Organizations as Change Agents." Focus on Indiana Libraries 24:178-81; December 1970.

Discusses the growth of both independent and affiliated organizations of librarians as a response to the general rise of social militancy and increased bureaucratization in libraries. The choice of affiliating or not is discussed - the union model favored in the case of an intransigent administration, while the independent association is seen to foster a model of collegiality and shared decision-making.

Sprang, Lott R. "Collective Bargaining and University Librarians: Wayne State University." College and Research Libraries 36:106-14; March 1975.

Discusses the role of librarians in the faculty unionization movement at Wayne State University. While collective bargaining has reinstated many faculty rights the administration had begun to abrogate, librarians have not taken advantage of the self-governing privileges afforded them by their identification with teaching faculty in the bargaining contract.

Stone, Dennis. "The Prospect of Unionism." American Libraries 5:364-6; July 1974.

Discusses proposed legislature to bring collective bargaining by state and local public employees under federal statutes, and gives an account of the organizing effort at the Washington, D.C. libraries.

Suleiman, Faud K. and JoAnn D. Suleiman. "Collective Bargaining Alternatives for Academic Librarians." Protean 2:26-31; Summer 1972.

Discusses the organizational alternatives librarians may consider - remaining independent, forming an autonomous employee organization, or affiliating with a national union - and the issues of faculty rank and the composition of the bargaining unit as resolved in a sample of collective bargaining agreements.

Sullivan, Frederick L. "Rights of a College Administrator To Speak Out During a Union Organizing Drive: How It Has Been Successfully Implemented." Journal of the College and University Personnel Association 25:1-16; October 1974.

Discusses the legal provisions under which administrators may express opinions during an organizing effort, the obligations, as seen by the author, to inform employees of the impact collective bargaining may have on their working conditions, and specific techniques and examples of statements that may be used by administrators to campaign against unionization.

Trelles, O.M. "Law Libraries and Unions." Law Library Journal 65:158-80; May 1972.

Discusses the traditional and changing attitudes toward unionization among law librarians. Reviews current labor law and

its interpretations, and reports substantial salary increases among unionized law librarians.

United States National Labor Relations Board. A Layman's Guide to Basic Law Under the National Labor Relations Act. SN 031-000-00095; LR 1.6/2: L45/971. Washington, D.C.: Government Printing Office, 1971.

An indispensable statement of the basic principles of the law related in a nontechnical way. Specifically intended to assist those who may be affected by the law to understand their rights and obligations.

Vignone, Joseph A. Collective Bargaining Procedures for Public Library Employees. Metuchen, New Jersey: Scarecrow, 1971.

Results of a study of the attitudes of a randomly selected group of library directors, librarians, and trustees toward a model of collective bargaining procedures. Library directors and librarians were found to be more in favor of the procedures than trustees. No differences by the variables of sex, experience, professional affiliation or size of population served were discerned.

Weatherford, John. "Librarians in Faculty Unions: Collective Bargaining in Academe." Library Journal 99:2443-6; October 1, 1974.

The position of academic librarians in faculty unions, and the impact faculty bargaining has had on the institutional role of librarians, are discussed in the context of the nine rights or privileges academic librarians should share with all faculty members as put forth by ACRL. While it is still difficult to discern trends, collective bargaining has demanded more exact definitions of institutional relationships and has brought librarians closer to parity.

Weatherford, John. "Participatory Something or Other Through Bargaining; Collective Bargaining in Academe." Library Journal 100:823-5; May 1, 1975.

Contrasts academic librarian's "fanciful notion" of the "joys of faculty status" with the practical demands of participation in the governance of the institution. Librarians should be prepared to participate actively and industriously to insure that faculty status will be a tangible gain.

Weatherford, John. "Professional Associations and Bargaining Agents; Collective Bargaining in Academe." Library Journal 100:99-101; January 15, 1975.

Discusses four alternative organizing models for academic librarians - part of a faculty unit, in a unit with non-teaching professionals, a separate unit for professional librarians, and not organizing at all - and the demands each of these places on the relevant professional associations (AAUP, ACRL, ALA). Includes useful Source Notes.

Zeller, Belle. "The Academic Librarian: Collective Bargaining and Faculty Status." Bookmark 34: 143 -6; May-June 1975.

Cites the experience of collective bargaining at City University of New York to demonstrate that unionization can improve and protect working conditions and job status, but for librarians to progress furthest, they must exert themselves within their faculties and unions.

Zoffer, H.J. "College Administrator Looks at Collective Bargaining." Journal of the College and University Personnel Association 26:33-40; July 1975.

Discusses the potential impact collective bargaining may have on academic administrators: the identity crisis it may precipitate, its effect on merit, transfers of power that may result, changes in values that an emphasis on quantifiable measure of productivity may foster, its impact on tenure, and the financial costs that may be involved.

APPENDIX III

ORGANIZED LIBRARIES IN MASSACHUSETTS

The following charts represent the status of organized libraries in May, 1976. The number of employees represented is, of course, subject to frequent change, and is included only as an indication of the size of the bargaining unit. Copies of most current and recently expired contracts are on file at the Bureau of Library Extension.

Public Libraries

Municipality	Pop. 1975	Employees Represented				Total	Affiliation	Contract Termination Date
		Prof.	Lib.	Asst.	Cler. Cust.			
Arlington	50,223	-	-	14	4	18	AFSCME	6/30/76
Attleborough	32,650	2	14	-	-	16	Independent	6/30/76
Belmont	27,660	10		9	2	21	Ind/Ind/ AFSCME *	6/30/76
Boston	637,986	175	328	17	-	520	Ind/AFL-CIO/ AFL-CIO *	6/30/78
Braintree	36,822	-	2	9	3	14	AFL-CIO	6/30/76
Brockton	95,688	29			3	32	Ind/AFL-CIO *	1/1/77
Brookline	53,150	23	19	-	7	49	AFSCME	6/30/77
Canton	18,114	4	3	3	3	13	AFL-CIO	6/30/77
Dartmouth	21,586	4	10		2	16	Independent	Effective 1/1/76
Dedham	26,924	4	9	-	-	13	Independent	6/30/77
Fall River	100,339	5	11	8	4	28	AFL-CIO	12/75
Gloucester	27,209	1	9	-	2	12	AFL-CIO	6/30/77
Lawrence	67,515	-	19		4	23	S.E.I.U.	6/30/76

Municipality	Pop. 1975	Employees Represented				Total	Affiliation	Contract Termination Date
		Prof.	Lib.	Asst.	Cler. Cust.			
Lowell	91,177	2	17		3	22	AFSCME	3/29/76
Lynn	80,240	20	-	15	X	35+	Independent	6/30/77
Marblehead	21,574	6	10		2	18	Independent	5/5/77
Melrose	32,213	7	9	2	-	18	Independent	6/30/77
New Bedford	100,345	-	25	29	6	60	AFSCME	Under Negotiation
Newburyport	16,341	-	8		1	9	AFL-CIO	6/30/76
Newton	89,183	X	X	X	X	65	Independent	6/30/76
North Attleborough	19,120	-	2	1	-	3	Independent	6/30/77
Norwell	8,999	1	2	5	2	10	AFSCME	6/30/77
Norwood	31,316	4	8	-	-	12	Independent	6/30/76
Plymouth	26,907	5	2	8	2	17	AFSCME	1/1/77
Quincy	91,487	19	38	1	10	68	Independent	6/30/76
Rockport	6,284	1	5	-	-	6	Independent	6/30/77
Scituate	17,829	1	2	9	-	12	Independent	Under Negotiation
Somerville	80,596	9	11	15	4	39	Independent	6/30/76
Stoughton	25,717	4	9		2	15	Independent	6/30/76
Swampscott	14,329	3	3		1	7	S.E.I.U.	Under Negotiation
Tewksbury	24,049	-	-	5	1	6	Independent	Under Negotiation
Walpole	18,504	-	-	13	1	14	AFSCME	Under Negotiation
Watertown	36,075	7	6	14	X	27+	AFSCME	6/30/76
Wellesley	26,593	10	6	9	3	28	Independent	6/30/78
Westport	12,636	-	5	-	-	5	AFSCME	6/30/77
Wilmington	17,656	2	3	4	1	10	Independent	6/30/76
Winchester	22,672	-	-	-	2	2	AFL-CIO	6/30/76
Worcester	172,342	33	64		16	113	S.E.I.U.	6/30/77

Academic Libraries

Institution	Enrollment	Employees Represented		Total	Affiliation	Contract Status
		Professional	Lib. Asst.			
Boston State College	10,268	11	6**	17	AFT	Under Negotiation
Brandeis University	3,512	13	32	45	S.E.I.U.	Under Negotiation
Bridgewater St. College	7,453	-	5**	5	-	-
Endicott College	742	2	-	2	NEA	Expires 8/76
Fitchburg St. College	7,314	1	9**	10	NEA-MTA	Expires 6/30/76
Framingham St. College	5,204	8	3	11	NEA-MTA	No Contract
Graham Jr. College	841	1	-	1	AFT	Expires 8/76
Lowell University	10,387	13	13	26	NEA-MTA	Expires 6/30/76
Mass. College of Art	1,071	3	2**	5	AFT	Expires 10/77
Mass. Maritime Aca.	704	-	1**	1	-	-
North Adams St. College	3,049	4	2**	6	NEA-MTA	Expires 6/76
Salem State College	7,910	12	7**	19	NEA-MTA	No Contract
Southeastern Mass. Univ.	5,007	11	14	25	AFT/MSEA*	Expires 6/76
Wentworth Institute	1,638	1	-	1	AFT	N.A.
Westfield St. College	4,045	3	6**	9	NEA-MTA	Under Negotiation
Worcester St. College	5,164	7***	12**	19	AFT	Expires 6/77

Community Colleges: Professional personnel are organized in a statewide bargaining unit represented by NEA-MTA, currently preparing for negotiations.
(15 Campuses)

Library assistants are organized in a statewide bargaining unit represented by AFL-CIO, Council 41, currently preparing for negotiations.

A.F.S.C.M.E.	American Federation of State, County, and Municipal Employees
A.F.T.	American Federation of Teachers
M.S.E.A.	Massachusetts State Employee Association
M.T.A.	Massachusetts Teacher's Association
N.E.A.	National Education Association
S.E.I.U.	Service Employees International Union

* Affiliations refer respectively to employee classifications.

** State College library assistants are organized in a statewide bargaining unit represented by AFL-CIO, Council 41, currently preparing for negotiations. Affiliations specified refer to professional personnel.

*** In addition, 5 Directors and Associate Directors are included in a statewide bargaining unit of administrators.